

Grand Junction Regional Airport Authority



Date: April 15, 2025

Location:

GRAND JUNCTION REGIONAL AIRPORT
2828 WALKER FIELD DRIVE
GRAND JUNCTION, CO 81506
AIRPORT TERMINAL - 3rd FLOOR CONFERENCE ROOM

or

Electronic Meeting

Link: <https://us02web.zoom.us/j/81323591620?pwd=OGiAqwl08ki598BaWFU29fmHtgRhZS.1>

Time: 11:30 AM

REGULAR MEETING AGENDA

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Approval of Agenda**
- IV. Commissioner Comments**
- V. Citizens Comments**

The Grand Junction Regional Airport Authority welcomes respectful public comments at its meetings. The Citizens Comment section is open to all individuals that would like to comment. If you wish to speak under the Citizens Comment portion of the agenda, please e-mail your comment to the Board Clerk (boardclerk@gjairport.com) 15 minutes prior to the meeting. Comments not related to specific agenda items will be addressed during the citizen comment section of the agenda. Citizen comments related to a specific action item will be addressed during the discussion of that action item. The Board Chair will indicate when you may come forward and comment. Please state your name for the record. Presentations are limited to **three minutes** and yielding time to others is not permitted. Speakers are to address the Chair, not each other or the audience, and are expected to conduct themselves in an appropriate manner. The use of abusive or profane language shall not be allowed. No debate or argument between speakers and/or members of the audience shall be permitted.

VI. Consent Agenda

- A. [March 11, 2025 Meeting Minutes](#) 1
 - Approve the March 11, 2025 Board Meeting Minutes.

April 15, 2025

- B. [Terminal Space Permit – Enterprise Rent-A-Car Second Rental Car Counter](#) [2](#)
- Approve the Terminal Space Permit with Enterprise Leasing Company of Denver, LLC and authorize the Executive Director to sign the Agreement.
- C. [Grant Application for Air Traffic Control Tower Improvements](#) [3](#)
- Authorize the Executive Director to sign and submit a grant application to the Federal Aviation Administration for the 2025 Infrastructure Investment and Jobs Act Federal Contract Tower grant funding for Air Traffic Control Tower Improvements.
- D. [Grant Application for Terminal Interior Refresh Project](#) [4](#)
- Authorize the Executive Director to sign and submit a grant application to the Federal Aviation Administration for 2025 Infrastructure Investment and Jobs Act grant funding for the Terminal Interior Refresh Project.
- E. [Award On-Call Airport Planning Services Contract – InterVISTAS](#) [5](#)
- Approve the On-Call Airport Planning Services contract with InterVISTAS Consulting USA, LLC and authorize the Executive Director to sign.

VII. Action

- A. [Executive Director Employment Agreement Amendment](#) [6](#)
- Approve the proposed sixth amendment to the Employment Agreement between the Grand Junction Regional Airport Authority and Angela Padalecki.
- B. [Approve Aeronautical Use Ground Lease with Integrity Health](#) [7](#)
- Authorize the Executive Director to finalize and execute the Aeronautical Use Ground Lease between Integrity Health and the Airport Authority in substantially the form presented.
- C. [Adopt new Airport Logo](#) [8](#)
- Approve the proposed new airport logos and color palette and authorize the Executive Director to implement.
- D. [Resolution 2025-004: Rates and Charges](#) [9](#)
- Adopt Resolution No. 2025-004: Rates and Charges, effective June 1, 2025 to update the rental car service area annual rate for CPI increases and increase the terminal public parking lot maximum daily rate and free parking period.
- E. [Terminal Interior Refresh Project](#) [10](#)
- Authorize the Executive Director to execute a task order with FCI under the on-call General Contractor contract for terminal interior improvements, after receiving approval from the FAA, for an estimated project cost of \$751,000, including owner's contingency.

- F. [Fire Panel & Suppression System Improvement Project](#) 11
 - Authorize the Executive Director to execute a task order with FCI under the on-call General Contractor contract for fire panel and suppression system improvements at an estimated project cost of \$500,000, including owner's contingency.
- G. [Resolution 2025-005: CDOT Internship Grant](#) 12
 - Adopt resolution no. 2025-005 to accept the grant from the Colorado Division of Aeronautics for internship positions at the Airport.

VIII. Discussion

- A. Terminal Concept Design update (Gensler)

IX. Staff Reports

- A. Executive Director Report and Project Update (Angela Padalecki)
- B. [Finance Report \(Sarah Menge\)](#)

X. Executive Session – Personnel Matters

- A. Executive Session for the purpose of considering personnel matters as authorized by Colorado Revised Statute Section 24-6-402(4)(f), specifically including compensation of the Executive Director.

XI. Any other business which may come before the Board

XII. Adjournment



Grand Junction Regional Airport Authority Board
Regular Board Meeting
Meeting Minutes
March 11, 2025

REGULAR BOARD MEETING

I. Call to Order

Ms. Linde Marshall, Board Chairman, called the Meeting of the Grand Junction Regional Airport Authority Board to order at 11:30 AM on March 11, 2025 in Grand Junction, Colorado and in the County of Mesa. The meeting was hosted in the 3rd floor conference room as well as electronically.

<p><u>Commissioners Present:</u></p> <p>Linde Marshall (Chairman) Chris West(Vice Chairman) Tom Benton Thaddeus Shrader Cody Davis Lee Kleinman Cody Kennedy</p> <p><u>Airport Staff:</u></p> <p>Angela Padalecki (Executive Director) Dan Reimer (Counsel) Victoria Hightower (Clerk) Jennifer Kroeker Travis Portenier Dylan Heberlein Kristina Warren Ben Peck Cameron Reece Sarah Menge Don Wilson Berlin Lay</p>	<p><u>Guests:</u></p> <p>Jesse Fabula – Lochner Colin Bible – Garver</p>
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II. Pledge of Allegiance

III. Approval of Agenda

March 11, 2025 Minutes – Page 1

Commissioner Chris West made a motion to approve the March 11, 2025 Board Agenda. Commissioner Lee Kleinman seconded the motion. Voice Vote: All Ayes; motion carries.

IV. Commissioner Comments

Chair, Linde Marshall recognized Operations Director, Dylan Heberlein for his five years of service to the Airport. She also recognized and thanked Commissioner Benton for his nine years of service on the Airport Board. This meeting is Commissioner Benton's final meeting as an Airport Commissioner.

V. Citizen Comments

No Citizen Comments were made

VI. Consent Agenda

A. February 18, 2025 Meeting Minutes

Approve the February 18, 2025 Board Meeting Minutes.

B. Amend the Standard Aeronautical Use Ground Lease

Approve proposed amendments to the Aeronautical Use Ground Lease form to incorporate FAA-required civil rights language and other minor modifications

Commissioner Shrader made a motion to approve the Consent Agenda. Commissioner Kennedy seconded the motion. Voice Vote: All Ayes; motion carries.

VII. Action

A. Consent to Lease Assignment – Plane Storage, LLC to Integrity Health

Consent to assignment of Ground Lease from Plane Storage, LLC to Integrity Health, and authorize the Executive Director to sign the Consent to assignment

Commissioner Kleinman made a motion to consent to assignment of Ground Lease from Plane Storage, and authorize the Executive Director to sign the Consent to assignment. Commissioner Shrader seconded the motion. Voice Vote: Commissioner Marshall and Commissioner Benton abstained due to conflicts of interest. Five Ayes; motion carries.

B. Airport Facilities Lease and Rental Car Concession Agreements

Approve the Airport Facilities Lease and Rental Car Concession Agreements and
Authorize the Executive Director to sign the Agreements based on the results of the
Invitation for Bid.

Commissioner Benton made a motion to approve the Airport Facilities Lease and Rental Car Concession Agreements and authorize the Executive Director to sign the agreements. Commissioner Davis seconded the motion. Voice Vote: All Ayes; motion carries.

C. Basement and IT Room Buildout

March 11, 2025 Minutes – Page 2

Authorize the Executive Director to execute a task order with FCI under the on-call GC contract and Sequent for the Basement and IT Room Buildout for a combined total of \$1,030,006 including contingency.

Commissioner Kennedy made a motion to authorize the Executive Director to execute a task order with FCI and Sequent for the basement and IT room buildout for a combined total of \$1,030,006. Commissioner West seconded the motion. Voice Vote: Commissioner Benton abstained due to conflict of interest, Six Ayes; motion carried.

D. SIB Loan Resolution No. 2025-003: Colorado State Infrastructure Bank Application

Adopt resolution 20. 2025-003 to approve and submit the application for Colorado SIB loan 25-GJT-SIB-01.

Commissioner West made a motion to Adopt Resolution No. 2025-03: Colorado State Infrastructure Bank Application. Commissioner Kleinman seconded the motion. Roll Call Vote: Commissioner Marshall, yes; Commissioner West, yes; Commissioner Benton, yes; Commissioner Shrader, yes; Commissioner Davis, yes. Commissioner Kleinman, yes; and Commissioner Kennedy; yes. The motion carries.

E. Mead & Hunt Task Order #18 – Fiscal Year 2026 Engineering Services

Approve Mead & Hunt Task Order #18 in the amount of \$2,210,944.00 to perform design and coordination tasks including Runway Transition and Taxiway Conversion, Utility Coordination, Bid Package Development, Bidding, Electrical Equipment Procurement, and Aeronautical Obstruction Survey, and authorize the Executive Director to sign the Task Order.

Commissioner Benton made a motion to approve Mead & Hunt Task order #18 in the amount of \$2,210,944.00 to perform design and coordination tasks and authorize the Executive Director to sign the Task Order. Commissioner Davis seconded the motion. Voice Vote: All Ayes; motion carries.

F. Garver Task Order No. 19 – FY 2025 Runway Design Coordination and Program Management

Approve Mead & Hunt Task Order No. 19 for \$360,800 to provide long-range program management support and runway design coordination for calendar year 2025-2026 for the ongoing runway replacement program and authorize the Executive Director to sign the Task Order.

Commissioner Benton made a motion to approve Mead & Hunt Task Order No. 19 for \$360,800 to provide program management support and runway design coordination and authorize the Executive Director to sign the Task Order. Commissioner Kennedy seconded the motion. Voice Vote: All Ayes; motion carries.

VIII. Staff Reports

A. Executive Director Report (Angela Padalecki)

IX. Any other business which may come before the Board

X. Executive Session

Commissioner West made a motion to move into Executive Session for the purpose of considering personnel matters as authorized by Colorado Revised Statute Section 24-6-402(4)(f), specifically including the Executive Director's annual review and employment contract, and for the purpose of conferring with general counsel to receive legal advice on specific legal questions, as authorized by Colorado Revised Statute 24-6-402(4)(b). Commissioner Benton seconded the motion. Voice Vote: All Ayes; motion carries.

Commissioner Davis made a motion to move from Executive Session back into a public meeting. Commissioner Shrader seconded the motion. Voice Vote: All Ayes; motion carried.

XI. Adjournment

The meeting adjourned at approximately 1:13 pm

*Audio recording of the complete meeting can be found at
https://qjairport.com/Board_Meetings*

Linde Marshall, Board Chairman

ATTEST:

Victoria Hightower, Clerk to the Board

Grand Junction Regional Airport Authority
Agenda Item Summary

TOPIC:	Terminal Space Permit – Enterprise Rent-A-Car Second Rental Car Counter		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Approve the Terminal Space Permit with Enterprise Leasing Company of Denver, LLC and Authorize the Executive Director to sign the Agreement.		
SUMMARY:	<p>When running the Invitation for Bid (IFB) for new rental car contracts we removed the previous limitation that only two brands could be represented at each counter and instead requested that all brands under a common ownership group be included at one counter to encourage more responses. However, only three responses were received from our incumbent concessionaires (Brand Families: Enterprise, National, Alamo; Avis, Budget; and Hertz, Dollar) resulting in having one unoccupied counter and office space of approximately 536 square feet.</p> <p>At this time, staff believe it is more advantageous to have the fourth counter occupied with a brand from an existing concessionaire since there is not an immediate airport need to reclaim the space. However, staff would like the fourth counter space to be leased on an annual basis instead of the five-year term of the rental car leases to retain the flexibility to reclaim the space within the five-year term. As advised by Airport legal counsel, first-right-of-refusal to rent the fourth counter and office space was offered to and accepted by the highest responsive bidder (based on the minimum annual guarantee included in the IFB responses), Enterprise Leasing Company of Denver, LLC.</p> <p>The proposed permit has an effective date of April 1, 2025, matching the date of the current rental car agreements. The permit has renewal options that extend no longer than the full term plus renewal of the rental car contracts.</p> <p>Annual lease revenue will initially be \$24,705 (536 SF at \$46.09 per SF) , reflecting current Airport Rates and Charges, and will remain tied to published Rates and Charges as they change annually.</p>		
REVIEWED BY:	Executive Director and Legal Counsel		
FISCAL IMPACT:	Annual counter lease revenue of \$24,705		
ATTACHMENTS:	Grand Junction Regional Airport Terminal Space Permit		
STAFF CONTACT:	Sarah Menge smenge@gjairport.com Office: 970-248-8584		

GRAND JUNCTION REGIONAL AIRPORT TERMINAL SPACE PERMIT

By execution of this Terminal Space Permit (“Permit”), the Grand Junction Regional Airport Authority (“Authority”) hereby grants to Enterprise Leasing Company of Denver, LLC (“Permittee”) the right to use and occupy designated areas of the Grand Junction Regional Airport (“Airport”) terminal building for purposes associated with its rental car concession, in accordance with the terms and conditions set forth herein.

1. **Premises.** Permittee is hereby granted the right to use an office and counter located within the Airport terminal, as shown on Exhibit “A” (“Premises”).
2. **Permitted Use.**
 - a. Permittee shall be authorized to use the Premises for activities permitted by the Airport Facilities Lease and Rental Car Concession Agreement between the parties executed on March 11, 2025 (“Concession Agreement”).
 - b. Permittee may utilize the following brand name or names upon the Premises: “Enterprise, National, Alamo.” The brand name(s) under which Permittee conducts its operations on and from the Premises may not be changed without the prior written approval of the Authority; provided, however, that if such brand(s) are extinguished by merger or nationwide change in brand identity, no such Authority approval shall be required.
3. **Term.** The term of this Permit shall begin on April 1, 2025, and shall extend for one year, until March 31, 2026. This Permit shall be renewable, upon mutual written consent of both parties, for renewal terms of no more than one year. The Airport Executive Director is authorized to agree to renewals, or to refuse to exercise a renewal, on behalf of the Authority. This Permit shall have a total term (initial term plus renewal terms) of no more than seven (7) years.
4. **Compensation.** Permittee agrees to pay the Authority, as compensation for the right to use the Premises, a monthly fee of \$2,058.78 (536 square feet multiplied by \$46.092 per square foot, divided by twelve). Beginning April 1, 2026, and effective April 1 of each calendar year that this Permit is in effect, the monthly fee for use of the Premises shall be adjusted to the per-square-foot rent set forth in the Schedule of Rates and Charges adopted by the

Authority Board of Commissioners at a duly-noticed public meeting. Permittee shall pay the Authority in the same manner as payments made under the Concession Agreement.

5. **Holding Over.** If Permittee remains in possession of the Premises, or any portion thereof, after the expiration or termination of this Permit, such holding over shall not be deemed as a renewal or extension of this Permit, but shall create a tenancy from month-to-month which may be terminated at any time upon ten (10) days written notice. Such holding over shall otherwise be upon the same terms and conditions as set forth in this Permit at the time of such expiration or termination.
6. **Early Termination.** Authority shall have the right to terminate this Permit at any time during the term hereof, provided that the Authority (i) determines the Premises are required for an alternate Airport purpose; and (ii) provides Permittee with no less than ninety (90) days advance written notice.
7. **Application of Concession Agreement.** This Permit, and Permittee's use of the Premises, is expressly subject to the terms and conditions set forth in the Concession Agreement. All such terms and conditions are incorporated herein by this reference as if set forth in their entirety herein. Violation of the Concession Agreement shall constitute cross-default hereunder. This Permit shall terminate automatically and be of no further force and effect upon termination of the Concession Agreement.
8. **Termination and Surrender.** Either party may terminate this Permit for cause by providing ninety (90) days' written notice to the other party. Upon expiration or earlier termination of this Permit, Permittee shall promptly and at its own cost and expense remove all personal property and return the Premises to a "broom clean" condition.
9. **Indemnification and Insurance.**
 - A. The Authority shall stand indemnified by Permittee as provided herein and in the Concession Agreement. It is expressly understood and agreed by and between the parties that Permittee is and shall be deemed to be an independent contractor responsible to all persons for its respective acts or omissions, and the Authority shall in no way be responsible therefor.
 - B. Permittee shall, at its own cost and expense, procure and maintain in full force and effect during the term of this Permit, minimum levels of insurance coverage as set forth in the Concession Agreement, which shall be primary with respect to Permittee's obligations

- C. Permittee shall promptly notify the Authority of any claim or loss connected in any manner with Permittee's activities upon the Premises under such insurance policies and certify that proper notice has been given to the appropriate insurance carrier.
- D. Permittee shall at all times during the course of its operations at the Airport maintain Workers Compensation Insurance in the form and amount required by applicable Colorado law.

10. **Notices.** Notices to the parties shall be deemed sufficient if sent in writing by certified or registered mail, postage prepaid, addressed to:

Permittee: Enterprise Leasing Company of Denver, LLC
6828 E County Line Rd.
Highlands Ranch, CO 80126

11. Miscellaneous.

- A. Permittee agrees that it will not sell, convey, transfer, mortgage or assign this Permit or any part thereof, or any rights created thereby.
- B. This Permit shall be subordinate to the provisions of any existing or future agreements between the Authority and the United States, relative to the development or improvement of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. Upon receipt of a final order by the FAA or an order by a court of competent jurisdiction that any provision hereof is in violation of any such agreement with the United States, the parties shall engage in good faith negotiations and seek to amend this Permit by mutual consent. In the event the parties are unable to agree to an amendment after good faith negotiations, the Authority

shall have the right to amend this Permit unilaterally to the limited extent necessary to cure the violation of an agreement with the United States. If such unilateral amendment substantially restricts Permittee's ability to conduct commercial activities at the Airport for any period of time, Permittee shall have the right to terminate this Permit as provided herein.

- C. This Permit shall be performable and enforceable in Mesa County, Colorado, and shall be construed in accordance with the laws of the State of Colorado. Permittee and Authority waive the right to a jury on all claims or demands that arise from the terms and conditions of this Permit, or the performance of this Permit.
- D. This Permit, inclusive of exhibits, constitutes the entire agreement of the parties hereto and supersedes any prior agreement or understanding, written or verbal, on the subject of this Permit.

Issued by the Authority on this 15th day of April, 2025.

**GRAND JUNCTION REGIONAL AIRPORT
AUTHORITY**

By: _____

Title: _____

Agreed and accepted by Permittee:

**ENTERPRISE LEASING COMPANY OF
DENVER, LLC**

By: Steven Delaney
Steven Delaney (Apr 6, 2025 20:03 MDT)

Its: VP/GM

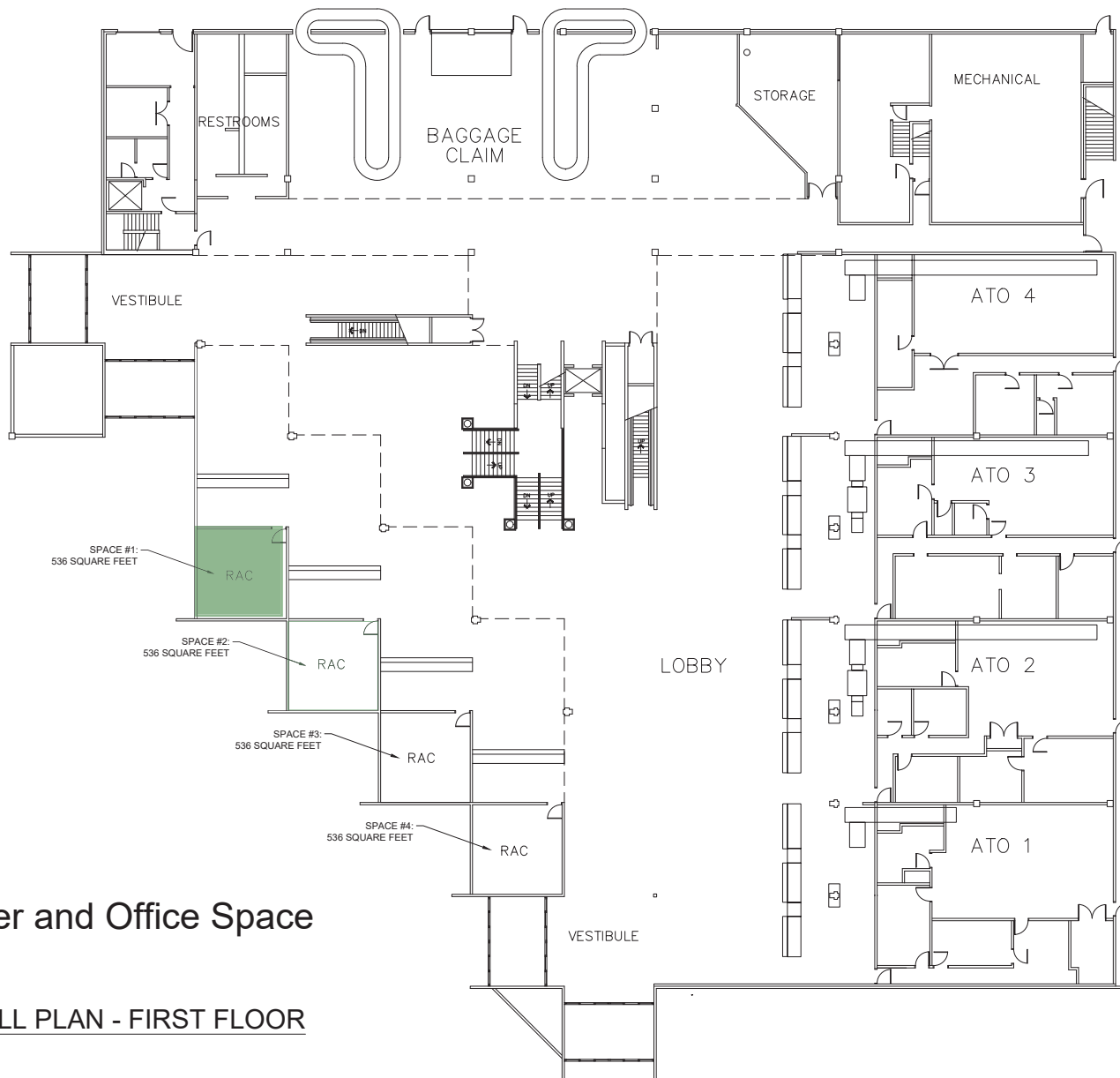


Exhibit A -
Ticket Counter and Office Space

OVERALL PLAN - FIRST FLOOR

Grand Junction Regional Airport Authority
Agenda Item Summary

TOPIC:	Grant Application for Air Traffic Control Tower Improvements		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Authorize the Executive Director to sign and submit a grant application to the Federal Aviation Administration (FAA) for the 2025 Infrastructure Investment and Jobs Act Federal Contract Tower grant funding for Air Traffic Control Tower Improvements.		
SUMMARY:	<p>In 2024 the airport responded to a Notice of Funding Opportunity (NOFO) for the FAA Federal Contract Tower (FCT) Competitive Grant program requesting funding for Air Traffic Control Tower (ATCT) improvements. The ATCT improvements are in the cab of the tower and include replacement of the roof, windows, and mechanical equipment to modernize the facility, improve comfortability for air traffic controllers, and increase operational efficiency.</p> <p>In December, the airport was notified that \$1.3 million was awarded to the Grand Junction Regional Airport in response to the NOFO. This formal application must be submitted for the FAA to issue the grants under the 2025 Infrastructure Investment and Jobs Act (IIJA).</p> <p>The grant application amount is for \$1,300,000 which corresponds to FCT award announcement.</p> <p>The project requires no local match amount and airport staff are working with Gensler and FCI to prepare a final construction contract that will achieve all the desired improvements, at a cost that is as close to the grant amount as possible. Staff anticipates the grant award offer will be ready for the May, 20 2025 Airport Board meeting for Board approval.</p>		
REVIEWED BY:	Executive Director; Colin Bible, Program Manager; and Dan Reimer, Legal Counsel		
FISCAL IMPACT:	Anticipated Funding Sources Federal - \$1,300,000 CDOT - \$0 GJRAA - \$0 Total Project Cost - \$1,300,000		
ATTACHMENTS:	Grant Application		
STAFF CONTACT:	Angela Padalecki apadalecki@gjairport.com Office: 970-248-8588		

Application for Federal Assistance SF-424

*1. Type of Submission: Preapplication Application Changed/Corrected Application	*2. Type of Application * If Revision, select appropriate letter(s): New Continuation * Other (Specify) Revision
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*3. Date Received: 4. Applicant Identifier:

5a. Federal Entity Identifier: 3-08-0027	*5b. Federal Award Identifier: xxx-2025
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State Use Only:

6. Date Received by State:	7. State Application Identifier:
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8. APPLICANT INFORMATION:

*a. Legal Name: Grand Junction Regional Airport Authority

*b. Employer/Taxpayer Identification Number (EIN/TIN): 84-6111114	*c. UEI: P2MUNC6N7YM6
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d. Address:

*Street 1: 2828 Walker Field Drive. Ste. 301

Street 2:

*City: Grand Junction

County/Parish:

*State: CO

*Province:

*Country: USA: United States

*Zip / Postal Code 81506-8667

e. Organizational Unit:

Department Name:	Division Name:
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f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mrs. *First Name: Angela

Middle Name:

*Last Name: Padalecki

Suffix:

Title: Executive Director

Organizational Affiliation:

*Telephone Number: (970) 248-8588	Fax Number:
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*Email: apadalecki@gjairport.com

Application for Federal Assistance SF-424***9. Type of Applicant 1: Select Applicant Type:**

X: Other

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

Airport Authority

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

IIJA

***12. Funding Opportunity Number:**

N/A

*Title:

N/A

13. Competition Identification Number:

N/A

Title:

N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Grand Junction, Mesa County, State of Colorado

***15. Descriptive Title of Applicant's Project:**

ATCT Mechanical and Roof Replacement Project

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

*a. Applicant: CO-3

*b. Program/Project: CO-3

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 07/01/2025

*b. End Date: 08/30/2026

18. Estimated Funding (\$):

*a. Federal	\$ 1,300,000
*b. Applicant	\$ 0
*c. State	\$ 0
*d. Local	\$ 0
*e. Other	\$ 0
*f. Program Income	\$ 0
*g. TOTAL	\$ 1,300,000

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on _____.
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**

Yes No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mrs. *First Name: Angela

Middle Name: _____

*Last Name: Padalecki

Suffix: _____

*Title: Executive Director

*Telephone Number: (970) 248-8588

Fax Number:

* Email: apadalecki@gairport.com

*Signature of Authorized Representative:

*Date Signed:



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-100, Application for Federal Assistance (Development and Equipment Projects)

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 28 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200; no assurance of confidentiality is provided. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

INSTRUCTIONS FOR FORM 5100-100

PART I – Application for Federal Assistance

Part I of the Application for Federal Assistance consists of a completed Standard Form (SF) 424. The remaining parts of Form 5100-100 (Parts II, III and IV) represent continuation pages that the Sponsor must attach to the associated SF-424 form. The signature of the Sponsor's authorized representative on the SF-424 form represents acceptance of the representations and certifications made within the corresponding FAA 5100-100 form.

PART II – Project Approval Information

This information is necessary for the Federal Aviation Administration to evaluate this request for Federal assistance. Responses do not require an explanation unless explicitly requested by the question.

SECTION A. STATUTORY CONDITIONS

Item 1 – Indicate whether the Sponsor maintains an active registration in the Federal System for Award Management (SAM). Pursuant to 2 CFR §25.200(b), a Sponsor must maintain an active registration in the Central Contractor Registration repository (housed within SAM) with current information at the time of the application and during the active period of the Federal award.

Item 2 – Indicate whether the Sponsor can commence the project within the same fiscal year the grant is made or within 6 months of when the grant is made, whichever is later. Attach explanation for negative responses. This information is considered when allocating discretionary funds. (49 U.S.C. § 47115(d)(2))

Item 3 – Indicate whether the Sponsor can complete the project without unreasonable delays. If applicable, provide listing of foreseeable events (winter shutdown, land acquisition issues, non-aeronautical events, etc.) that have potential to delay completion of the project. (49 USC § 47106(a))

Item 4 – Indicate whether the environmental review (i.e. environmental assessment, mitigated FONSI, etc.) identified impacts or effects on the environment that require mitigating measures that lessen the impact or effect on the environment. If yes, provide a summary listing of mitigating measures. (49 U.S.C. § 47106(c))

Item 5 – Indicate whether the project covered by this request is also covered by an approved Passenger Facility Charge (PFC) application or other Federal assistance program by selecting all applicable check boxes (49 U.S.C. § 40117(d) and 2 CFR § 200.403). If the approved PFC application only addresses the Sponsor's AIP matching share, select the appropriate check box.

If the project, or portions thereof, is covered by another Federal assistance program, identify the Federal assistance program by name and the Catalog of Federal Domestic Assistance (CFDA) number.

Item 6 – Indicate whether the Sponsor intends to seek reimbursement of Sponsor indirect costs as defined by 2 CFR §200.414 and 2 CFR Appendix VII to Part 200. This information request **does not** include the indirect costs claimed by a for-profit entity (e.g. consultant).

- The de minimis rate may only be used if the Sponsor has not previously received a negotiated Indirect Cost Rate (ICR) and does not exceed the limitations prescribed in Appendix VII to Part 200.
- A Sponsor with an existing approved negotiated ICR must identify the ICR value, the name of the cognizant agency that approved the ICR and the date of approval.

SECTION B. CERTIFICATION REGARDING LOBBYING

This section addresses the Sponsor's declaration regarding lobbying activities. The declaration made in the section are under signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached.

Title 31 U.S.C. § 1352 establishes that no appropriated funds may be expended by a recipient of a Federal grant to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this covered Federal assistance action. Pursuant to 40 CFR part 20, this certification attests that the Sponsor has not made, and will not make, any payment prohibited payment by 31 U.S.C. § 1352.

SECTION C. REPRESENTATIONS AND CERTIFICATION

1. **Compatible Land Use** (49 U.S.C. § 47107(a)(10)) – Identify actions the Sponsor has taken to assure land uses in close proximity to the airport are compatible with normal airport operations.
2. **Defaults** – Confirm that Sponsor is not in default on any obligation to the United States or any agency of the United States government.
3. **Possible Disabilities** – Confirm that Sponsor has no facts or circumstances (i.e. legal, financial or otherwise) that might adversely affect the Sponsor in completing the project and carrying out the provisions of the associated Grant Assurances.
4. **Consistency with Local Plans** (49 U.S.C. § 47106(a)) – Confirm project is consistent with plans (existing at the time the project is approved) of public agencies authorized by the State in which the airport is located to plan.
5. **Consideration of Local Interests** (49 U.S.C. § 47106(b)) – Confirm the Sponsor has given fair consideration to the community in and near the project.
6. **Consultation with Users** (49 U.S.C. § 47105(a)) - Confirm the Sponsor has consulted with airport users that will be affected by the project.
7. **Public Hearings** (49 U.S.C. § 47106(c)) – For projects involving the location of an airport, runway or major runway extension, confirm the Sponsor:
 - a. Provided an opportunity for a public hearing to consider economic, social and environmental effects of the project.
 - b. Has voting representation from the communities in which the project is located; or has advised the communities that they have the right to petition the Secretary about the proposed project.
8. **Air and Water Quality Standards** - Confirm Sponsor will comply with applicable air and water quality standards.
9. **Exclusive Rights** (49 U.S.C. § 47107(a)) – Identify all instances of exclusive rights to conduct aeronautical services at the airport.
10. **Land (49 U.S.C. § 47106(b))** –
 - a. Identify property interests specific to the development project and/or land acquisition. The declaration of property interest is to be based upon a title opinion submitted by an attorney. When identifying the property interest, use the same parcel numbers as used to identify the property on the associated Exhibit A property map.
Example: “*Sponsor maintains property interest as depicted within the property table on the Exhibit A property map dated ___/___/___ originally filed with AIP Project ###.*”
 - b. Complete this subpart if the Sponsor proposes a project for which they have not yet obtained appropriate property interests. Note that the work may not commence until Sponsor obtains acceptable property interests. Identify such property by parcel number that corresponds to the associated Exhibit A property map.
 - c. Complete this subpart when acquiring property interests under the grant. Identify such property by parcel number that corresponds to the associated Exhibit A property map.

PART III – Budget Information

SECTION A. GENERAL

1. Assistance Listing Number - Show the Assistance Listing Number from which the assistance is requested.

2. Functional or Other Breakout: Indicate “Airport Improvement Program”. Prepare a separate set of Part III forms for other Federal program categories.

SECTION B. CALCULATION OF FEDERAL GRANT

When applying for a new grant, use the Total Amount Column only. Use all columns when requesting revisions of previously awarded amounts.

Line 1 - Enter amounts needed for administration expenses, which may include such items as: legal fees, mailing/shipping expenses, audit fees and documented Sponsor employee time that is necessary to administer the grant.

Line 2 - Enter amounts pertaining to allowable preliminary expenses. These include such expenses as independent fee estimate preparation, advertising expenses and permits.

Line 3 - Enter amounts directly associated with the acquisition of land, existing structures, and related right-of-way.

Line 4 - Enter fees for architectural engineering basic services.

Line 5 - Enter amounts for architectural engineering special services (e.g. surveys, tests and borings).

Line 6 - Enter fees for inspection, testing and monitoring of construction and related programs.

Line 7 - Enter amounts associated with the development of land where the primary purpose of the grant is land improvement. Site work normally associated with major construction should be excluded from this category and shown on line 11.

Line 8 - Enter the dollar amounts needed to provide relocation advisory assistance, and the net amounts for replacement (last resort) housing. Do not include relocation administration expenses on this Line; include them on Line 1.

Line 9 - Enter the estimated amount of relocation payments to be made to displaced persons, business concerns, and non-profit organizations for moving expenses and replacement housing.

Line 10 - Enter the cost of demolition or removal of improvements on developed land. Reduce the costs on this line by the amount of expected proceeds from the sale of salvage, if so instructed by the Federal grantor agency. Otherwise, show the proceeds on Line 15.

Line 11 - Enter amounts for the actual construction of, addition to or restoration of a facility. Include in this category the amounts of project improvements such as grading, drainage, paving, marking, lighting, buildings, seeding/sodding, etc.

Line 12 - Enter amounts for equipment. Examples include ARFF vehicles, SRE equipment, AWOS equipment, interactive training, NAVAID equipment, etc.)

Line 13 - Enter miscellaneous amounts for items not specifically covered by previous categories.

Line 14 - Enter the sum of Lines 1-13.

Line 15 - Enter the estimated amount of program income that will be earned during the grant period and applied to the program. Examples include vehicle trade-in value, sale of millings resulting from project, credits passed on from contractor, etc. This line may be used to indicate applied liquidated damages.

Line 16 - Enter the difference between Line 14 and Line 15.

Line 17 - Enter the aggregate amount for those items, which are a part of the project but not subject to Federal participation. Refer to Section C, exclusions.

Line 18 - Enter the subtotal sum of Lines 16 and 17. (This is the amount to which the matching share ratio prescribed in program legislation is applied.)

Line 19 - Indicate the total amount of the Federal assistance requested. This value is determined by multiplying the grant participation rate by the amount indicated in line 18.

Line 20 - Indicate the amount of the Grantee's share (from Section D).

Line 21 - Indicate the amount of other shares (from Section D)

Line 22 - Indicate sum of Lines 19, 20 and 21.

SECTION C. EXCLUSIONS

Line 23 a-g - Identify and list those costs which are part of the project cost but are not subject to Federal participation because of program legislation or Federal grantor agency instructions. The total amount on Line g should agree with the amount shown on Line 17 of Section B.

SECTION D. PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

Line 24 a-g - Show the source of the grantee's share. If cash is not immediately available, specify the actions completed to date and those actions remaining to make cash available under Section E - Remarks. Indicate also the period of time that will be required after execution of the grant agreement to obtain the funds. If there is a non-cash contribution, explain what this contribution will consist of.

Line 24h - Indicate total of Lines 24 a-g. This amount must equal the amount in Section B, Line 20.

Line 25a - Show the amount that will be contributed by a State or state agency, only if the applicant is not a State or state agency. If there is a non-cash or other contribution, explain what the contribution will consist of under Section E - Remarks.

Line 25b - Show the amount that will be contributed from other sources. If there is a non-cash contribution, explain what the contribution will consist of under Section E - Remarks.

Line 25c - Show the total of Lines 25a and 25b. This amount must be the same as the amount shown in Section B, Line 21.

Line 26 - Enter the totals of Lines 24h and 25c.

SECTION E. OTHER REMARKS

Make any remarks pertinent to the project and provide any other information required by these instructions or the grantor agency. Attach additional sheets, if necessary.

PART IV – Program Narrative

Prepare the program narrative statement in accordance with the following instructions for all new grant programs. Requests for supplemental assistance should be responsive to Item 5b only. Requests for continuation or refunding or other changes of an approved project should be responsive to Item 5c only.

1. OBJECTIVES AND NEED FOR THIS ASSISTANCE

Provide a short and concise description of the proposed improvement. Include a narrative on why this improvement is needed.

2. RESULTS OR BENEFITS EXPECTED

Identify results and benefits to be derived. For example, include a description of who will occupy the facility and show how the facility will be used. For land acquisition or development projects, explain how the project will benefit the public.

3. APPROACH

- a. Outline a plan of action pertaining to the scope and detail of how the Sponsor proposes to accomplish the work.
- b. Cite factors, which might accelerate or decelerate the work, and your reason for taking this approach as opposed to others. Describe any unusual features of the project such as construction approach, reductions in cost or time or extraordinary social and community involvements.
- c. Provide projections of project milestone dates. As a minimum, identify target dates for defining project costs (i.e. bid opening or completion of negotiations), anticipated issuance of notice-to-proceed and anticipated project completion date.
- d. Identify monitoring and oversight mechanisms the Sponsor proposes to implement.
- e. List key individuals and entities such as consultant, Sponsor personnel and contractor who will work on the project. Provide a short description of the nature of their effort or contribution.

4. GEOGRAPHIC LOCATION

Identify location of the project. This will typically be the name of the airport.

5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:

- a. Describe the relationship between this project and other work planned, anticipated or underway under the Federal Assistance listed under Part II, Section A, Item 5.
- b. Explain the reason for all requests for supplemental assistance and justify the need for additional funding.
- c. If there have been significant changes in the project objectives, location, approach or time delays, explain and justify. For other requests for changes or amendments, explain the reason for the change(s). If the scope, budget, or objectives have changed or an extension of time is necessary, explain the circumstances and justify.

6. SPONSOR'S REPRESENTATIVE

Identify contact information of Sponsor's representative.

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A			
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.			
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	Yes	No	
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	Yes	No	N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	Yes	No	N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	Yes	No	N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.			
<div style="margin-left: 40px;"> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? Yes No </div> <div style="margin-left: 40px; margin-top: 10px;"> The project is included in another Federal Assistance program. Its CFDA number is below. </div>			
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	Yes	No	N/A
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:			
<div style="margin-left: 40px;"> De Minimis rate of 10% as permitted by 2 CFR § 200.414. Negotiated Rate equal to % as approved by (the Cognizant Agency) on (Date) (2 CFR part 200, appendix VII). </div>			
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>			

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The Sponsor has reviewed the City of Grand Junction and Mesa County development codes and zoning. This project is consistent with existing plans.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

The Sponsor is not in default on any obligations to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

There are no possible disabilities which might make it impossible to carry out the completion of the Project.

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

The Project is consistent with local plans.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

The Project has given fair consideration to local interest and has been approved in an advertised public meeting.

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

The Project has taken into account User Consultation and has been approved in an advertised public meeting.

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

The Project has taken into account User Consultation and has been approved in an advertised public meeting.

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

The Project will be located, designed, constructed, and operated so as to comply with air and water quality standards.

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

There are no grants of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor.

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

The Authority owns all property to be developed in connection with this project and there are no exceptions, encumbrances, or adverse interests on land connected to the Airport. See Exhibit A on Last page.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

N/A

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Assistance Listing Number:	20.106
2. Functional or Other Breakout:	Infrastructure Investment and Jobs Act (IIJA)

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 10,000
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			123,685
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			1,166,315
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 1,300,000
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			1,300,000
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 1,300,000
19. Federal Share requested of Line 18			1,300,000
20. Grantee share			0
21. Other shares			
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 1,300,000

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 0
25. Other Shares	Amount
a. State	0
b. Other	0
c. TOTAL - Other Shares	\$ 0
26. TOTAL NON-FEDERAL FINANCING	\$ 1,300,000

SECTION E – REMARKS (Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Grand Junction Regional Airport On-Call - ATCT Roof and Mechanical Replacement

AIRPORT: Grand Junction Regional Airport

1. Objective:

Replacement of the existing roof and mechanical equipment at the Air Traffic Control Tower (ATCT). The ATCT was built in 1966 and modernized in 1996. Most of the equipment and roofing assembly to be replaced is past its useful life expectancy.

2. Benefits Anticipated:

The benefit of this project is essential to maintaining the facility's operational efficiency. Most of the equipment and roofing assembly have surpassed their useful life expectancy, and their replacement will significantly benefit the airport by ensuring continued safety, reliability, and functionality.

3. Approach: (See approved Scope of Work in Final Application)

See scope of work.

4. Geographic Location:

The Grand Junction Regional Airport is located approximately 2 miles Northeast of the central business district of Grand Junction, Colorado. The physical addresss of the Airport is 2828 Walker Field Drive, Grand Junction, Colorado 81506

5. If Applicable, Provide Additional Information:

6. Sponsor's Representative: (include address & telephone number)

2828 Walker Field Drive
Grand Juction, Colorado 81506
970-244-9100

CIP/PREAPPLICATION DATA SHEET

AIRPORT: Grand Junction Regional Airport (GJT) LOCAL PRIORITY: N/A UPDATED: March 2025
WORK ITEM: ATCT and Maintenance Rehabilitation

SKETCH:



JUSTIFICATION: Update to the current ATCT roof and mechanical equipment.

SPONSOR SIGNATURE: _____ **DATE:** _____

COST ESTIMATE: \$1,300,000

ADMINISTRATION:	\$ 10,000		\$		\$
ENGINEERING:	\$ 123,685		\$		\$
CONSTRUCTION:	\$ 1,166,315		\$	TOTAL:	\$ 1,300,000

ADO USE:

PREAPP
NO: _____

GRANT
NO: _____

NPIAS
CODE: _____

WORK
CODE: _____

FAA
PRIOR: _____

FED \$ _____



ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and

assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The

accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or

facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable

classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The ([**Selection Criteria: Sponsor Name**]), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development

project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 - 1. Reinvestment in an approved noise compatibility project;
 - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 - 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by

the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of [Selection Criteria: Project Application Date].

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



FAA Airports

Current FAA Advisory Circulars Required for Use in AIP Funded, IIJA Funded, and PFC Approved Projects

Updated: 03/05/2025

View current and previous versions of these ACs and any associated changes at:

http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/.¹

NUMBER	TITLE
70/7460-1M	Obstruction Marking and Lighting
150/5000-9B	Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B, Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13C	Development of State Aviation Standards for Airport Pavement Construction
150/5200-28G	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D, Changes 1 - 2	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C, Changes 1 - 2	Airport Emergency Plan
150/5200-33C	Hazardous Wildlife Attractants on or near Airports

¹ All grant recipients are responsible for reviewing errata sheets and addendums pertaining to these Advisory Circulars.

NUMBER	TITLE
150/5200-34A	Construction or Establishment of Landfills Near Public Airports
150/5200-38	Protocol for the Conduct and Review of Wildlife Hazard Site Visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7E	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14C	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19B	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E, Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23A	Frangible Connections
150/5220-24	Airport Foreign Object Debris (FOD) Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5230-4C	Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports
150/5300-13B, Change 1	Airport Design
150/5300-14D	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects

NUMBER	TITLE
150/5300-16B	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C, Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B, Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5300-19	Airport Data and Information Program
150/5300-20	Submission of On-Airport Proposals for Aeronautical Study
150/5320-5D	Airport Drainage Design
150/5320-6G	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5D	Standardized Method of Reporting Airport Pavement Strength - PCR
150/5340-1M, Change 1	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18H	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Specifications for Airport Lighting Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors

NUMBER	TITLE
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26E	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27F	FAA Specification for Wind Cone Assemblies
150/5345-28H	Precision Approach Path Indicator (PAPI) Systems
150/5345-39E	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42K	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44L	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46F	Specification for Runway, Taxiway, Heliport, and Vertiport Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities

NUMBER	TITLE
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2D	Heliport Design
150/5395-1B	Seaplane Bases

THE FOLLOWING ADDITIONAL ADVISORY CIRCULARS APPLY TO AIP AND IIJA PROJECTS ONLY

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5100-21	State Block Grant Program
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects

STANDARD DOT TITLE VI ASSURANCES

Grand Junction Regional Airport Authority (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:
 - (a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and
 - (b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:
 - (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - (b) the period during which the Sponsor retains ownership or possession of the property.
7. **It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.**

STANDARD DOT TITLE VI ASSURANCES (Continued)

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED _____

Grand Junction Regional Airport Authority

(Sponsor)

(Signature of Authorized Official)

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. the contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

**REQUIRED STATEMENTS
AIRPORT IMPROVEMENT PROGRAM PROJECTS**

AIRPORT: Grand Junction Regional Airport

LOCATION: Grand Junction, Colorado

AIP PROJECT NO.: 3-08-0027-TBD-2025

STATEMENTS APPLICABLE TO THIS PROJECT

- ☒ a. **INTEREST OF NEIGHBORING COMMUNITIES:** In formulating this project, consideration has been given to the interest of communities that are near (Exact name of airport)Grand Junction Regional Airport.
- ☒ b. **THE DEVELOPMENT PROPOSED IN THIS PROJECT** will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.
- ☒ c. **FBO COORDINATION:** The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing (Exact name of airport) Grand Junction Regional Airport, and they have been informed regarding the scope and nature of this project.
- ☒ d. **THE PROPOSED PROJECT IS CONSISTENT** with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

BY: Angela Padalecki **DATE:** _____

TITLE: Executive Director

SPONSORING AGENCY: Grand Junction Regional Airport

NOTE: Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.

- a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project; **N/A**
- b. The nature and basis of opposition; **N/A**
- c. Sponsor's plan to accommodate or otherwise satisfy the opposition; **N/A**
- d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community. **N/A**
- e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance; **N/A**
- f. Sponsor's plans, if any, to minimize any adverse effects of the project; **N/A**
- g. Benefits to be gained by the proposed development; and **N/A**
- h. Any other pertinent information which would be of assistance in determining whether to proceed with the project. **N/A**

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed _____ Date _____
Sponsor's Authorized Representative

Title _____
Executive Director

TITLE VI PRE-AWARD SPONSOR CHECKLIST

Airport/Sponsor: Grand Junction Regional Airport

AIP #: 3-08-0027-TBD-2025

Project Description(s): ATCT and Mechanical Rehabilitaiton

- 1) Please describe any of the following IF they apply to your project: Title VI issues raised at public hearing(s) and the conclusions made; EIS data concerning the race, color, or national origin of the affected community; steps taken or proposed to guard against unnecessary impact on persons on the basis of race, color or national origin.
☐ None

- 2) Please list any airport related Title VI lawsuits or complaints filed in the preceding year against the sponsor. Include a summary of the findings.
☐ None (If "None", continue with questions 3 and 4).

- 3) Please list any current applications for federal funding (other than FAA) of airport related projects which exceed the amount for this grant.
☐ None

- 4) Please list any airport related Title VI compliance review(s) received by the sponsor in the preceding two years. Include who conducted the review and any findings of noncompliance.
☐ None

To be completed by the Civil Rights Staff

Review completed and approved: _____
Signature

Date: _____

This checklist is only required for projects that involve one of the following: Environmental Assessment or Impact Statement (EIS); airport or runway relocation; major runway extension; relocation of any structure of person; or impact to access or preservation of any burial ceremonial or other sacred or historical structures or lands of any indigenous or ethnic population.

Return to: FAA, Civil Rights, Northwest Mountain Region; 1601 Lind Ave. SW; Renton, WA 98057-3356. FAX: (425) 227-1009 Phone (425) 227-2009

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION

Grand Junction Regional Airport Authority

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: * First Name: Middle Name:
* Last Name: Suffix:
* Title:

* SIGNATURE:

* DATE:



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-129, Construction Project Final Acceptance – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: Grand Junction Regional Airport Authority

Airport: Grand Junction Regional Airport

Project Number: TBD

Description of Work: Air Traffic Control Tower Mechanical and Roof Replacement

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgment and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).

Yes No N/A

2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2).

Yes No N/A

3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).

Yes No N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).

Yes	No	N/A
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5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).

Yes	No	N/A
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6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
 - a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).

Yes	No	N/A
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7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).

Yes	No	N/A
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8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
 - a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).

Yes	No	N/A
-----	----	-----
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
 - a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);

Yes	No	N/A
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10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).

Yes	No	N/A
-----	----	-----

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

Yes No N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

Yes No N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of April , 2025 .

Name of Sponsor: Grand Junction Regional Airport Authority

Name of Sponsor's Authorized Official: Angela Padalecki

Title of Sponsor's Authorized Official: Executive Director

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: Grand Junction Regional Airport Authority

Airport: Grand Junction Regional Airport

Project Number: TBD

Description of Work: ATCT Mechanical and Roof Replacement

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes No N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The sponsor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes No N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

Yes No N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Yes No N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

Yes No N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Yes No N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

Yes No N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: Grand Junction Regional Airport

Address: 2828 Walker Field Drive, Grand Junction, Colorado 81506

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of April , 2025 .

Name of Sponsor: Grand Junction Regional Airport Authority

Name of Sponsor's Authorized Official: Angela Padalecki

Title of Sponsor's Authorized Official: Executive Director

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-131, Equipment and Construction Contracts – Airport Improvement Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: Grand Junction Regional Airport Authority

Airport: Grand Junction Regional Airport

Project Number: TBD

Description of Work: Air Traffic Control Tower Mechanical and Roof Replacement

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

Yes No N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).

Yes No N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

Yes No N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:

- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
- b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
- c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

Yes No N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:

- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
- b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
- c. Publicly opened at a time and place prescribed in the invitation for bids; and
- d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

Yes No N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
- b. Plan for publicizing and soliciting an adequate number of qualified sources; and
- c. Listing of evaluation factors along with relative importance of the factors.

Yes No N/A

7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

Yes No N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

Yes No N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

Yes No N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland “Anti-Kickback” Act (29 CFR parts 3 and 5)

Yes No N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

Yes No N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

Yes No N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

Yes No N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of April , 2025 .

Name of Sponsor: Grand Junction Regional Airport Authority

Name of Sponsor's Authorized Official: Angela Padelecki

Title of Sponsor's Authorized Official: Executive Director

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-132, Project Plans and Specifications – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

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Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: Grand Junction Regional Airport Authority

Airport: Grand Junction Regional Airport

Project Number: TBD

Description of Work: Air Traffic Control Tower Mechanical and Roof Replacement

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

Yes No N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

Yes No N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).

Yes No N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).

Yes No N/A

5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).

Yes No N/A

6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).

Yes No N/A

7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).

Yes No N/A

8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).

Yes No N/A

9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).

Yes No N/A

10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).

Yes No N/A

11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)

Yes No N/A

12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:

- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.

Yes No N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

Yes No N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

Yes No N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

Yes No N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of April , 2025 .

Name of Sponsor: Grand Junction Regional Airport Authority

Name of Sponsor's Authorized Official: Angela Padelecki

Title of Sponsor's Authorized Official: Executive Director

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: Grand Junction Regional Airport Authority

Airport: Grand Junction Regional Airport

Project Number: TBD

Description of Work: Air Traffic Control Tower Mechanical and Roof Replacement

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).

Yes No N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).

Yes No N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).

Yes No N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
- Yes No N/A
5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
- b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- Yes No N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- Yes No N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
- Yes No N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
- b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- Yes No N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- Yes No N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- Yes No N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
- Yes No N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- Yes No N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

Yes No N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes No N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this day of April , 2025 .

Name of Sponsor: Grand Junction Regional Airport Authority

Name of Sponsor's Authorized Official: Angela Padelecki

Title of Sponsor's Authorized Official: Executive Director

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: Grand Junction Regional Airport Authority

Airport: Grand Junction Regional Airport

Project Number: TBD

Description of Work: Air Traffic Control Tower Mechanical and Roof Replacement

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this day of April , 2025 .

Name of Sponsor: Grand Junction Regional Airport Authority

Name of Sponsor's Authorized Official: Angela Padelecki

Title of Sponsor's Authorized Official: Executive Director

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-145, FAA Title VI Pre-Grant Award Checklist

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, completing and reviewing the collection of information.

All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524

Instructions for Form 5100-145, FAA Title VI Pre-Grant Award Checklist

This Checklist must be completed and submitted by the sponsor as a part of each FAA grant application.

"Yes" responses mean that the sponsor is currently in compliance or has a corrective action plan approved by the FAA Office of Civil Rights (FAA) to come into compliance. "No" responses mean there is a potential compliance issue. Compliance issues will be brought to the attention of the FAA to determine if corrective actions are necessary. If there are any questions, please contact ACR-4-TitleVI@faa.gov.

References to "Title VI" in this checklist include Title VI of the Civil Rights Act of 1964 and related authorities that expand or clarify nondiscrimination protections in FAA assisted programs, identified in [FAA Order 1400.11](#)

[https://www.faa.gov/regulations_policies/orders_notices/index.cfm/go/document.current/documentNumber/1400.11].

FAA Title VI Pre-Grant Award Checklist

Submission information

Submission date (Pick a date):

Name of airport sponsor: Grand Junction Regional Airport Authority

Submitter's name: Angela Padalecki

Title: Executive Director

Phone number: 970-248-8588

Section 1: Questions Concerning Prior Approval of Title VI Program

By selecting "Yes" below, the sponsor certifies that the following documents were provided to, and approved by, the FAA Office of Civil Rights, and documentation of FAA's approval has been received by the sponsor. The FAA Office reviewing this grant application will confirm the FAA's approval of the documents in this Section prior to approving the grant application.

A sponsor that has **both** a Title VI* Plan and a Community Participation Plan, **both** of which are approved by the FAA and current, and has already received approval for the information outlined in this Checklist, does not need to complete the remaining questions in Sections 2 and 3 of this Checklist.

This information is required based on [DOT Order 1000.12C, Ch. II, Secs. 3 and 4](https://www.transportation.gov/mission/us-department-transportation-title-vi-program)
[https://www.transportation.gov/mission/us-department-transportation-title-vi-program].

Criterion	Notes	Response	Comments
1.1 The sponsor has a written Title VI Plan, approved by the FAA Office of Civil Rights, and subsequently adopted by the recipient, and documentation of the approval and adoption.	<p>Sponsors must develop and adopt a Title VI Plan that outlines the recipient's measures to ensure compliance with Title VI. A current Title VI Plan on file with the FAA is sufficient if the Plan is no more than 3 years old.</p> <p>If the sponsor does not have an approved Title VI Plan, select "No" and complete Sections 2 and 3 of this Checklist.</p>	<p>Yes</p> <p>No</p>	Title VI Plan is drafted/submitted and under review by FAA office of Civil Rights.
1.2 The sponsor has a written Community Participation Plan (CPP), or an equivalent public participation plan (PPP), and documented approval or concurrence of the plan from the FAA Office of Civil Rights.	<p>Sponsors must satisfy CPP requirements as a condition of receiving an award of federal financial assistance. To the extent the sponsor has already prepared a PPP as part of planning or other requirements of FAA or DOT, that plan or plans may satisfy the CPP requirement so long as the plan has incorporated the Title VI requirements as provided in DOT Order 1000.12C, Ch. II, Sec. 4(a-j).</p> <p>If the sponsor does not have an approved CPP or PPP, select "No" and answer question 3.5 in Section 3 of this Checklist.</p>	<p>Yes</p> <p>No</p>	CPP is drafted/submitted and under review by FAA office of Civil Rights.

If the answers to 1.1 and 1.2 above are both "Yes," do *not* complete Sections 2 and 3.

Section 2: Questions Concerning Applicant Data

By selecting "Yes" below, the sponsor certifies that the following documents have been collected in its records prior to submitting this grant application and will be timely made available to FAA staff, including from the FAA Offices of Airports, Chief Counsel, and Civil Rights, upon request.

"Timely available" usually means within 1 week or less, depending on the scope and circumstances. The data should already be available in a format that can be forwarded, as-is. No further data collection or summarization efforts should be necessary to respond to the request.

This information is required by DOT Order 1000.12C, Ch. II, Sec. 2; 49 CFR 21.9; and FAA Order 1400.11.

Criterion	Notes	Response	Comments
2.1 The sponsor has, on file, demographic information for the surrounding community and communities otherwise affected by the sponsor's facilities and operations, including any airport noise and relocations.	At a minimum, data is required for race, color, national origin, and limited English proficiency (LEP) populations. The collected data must include the most current U.S. Census Bureau data, where available, such as American Community Survey data. EJSscreen [www.epa.gov/ejscreen] is a useful resource for assessing project areas.	Yes No	
2.2 The sponsor has, on file, demographic information for beneficiaries. For example, if the applicant is an airport operator, it has collected information for its airport customers.	In most cases, this type of information is available through voluntary disclosures by customers, lessees, community meeting attendees, and businesses seeking opportunities with the applicant. If not applicable or after reasonable efforts, no information was collected, respond, "Yes."	Yes No	

Criterion	Notes	Response	Comments
2.3 The sponsor has, on file, demographic information for their staff.	<p>In most cases, this type of information is available through voluntary disclosures. See also 49 CFR § 21.5(c).</p> <p>If not applicable or after reasonable efforts, no information was collected, respond, "Yes."</p>	<p>Yes</p> <p>No</p>	
2.4 The sponsor has, on file, demographic information for individuals who are members of planning or advisory boards overseeing the applicant's programs, including its airport operations (if applicable).	<p>Airport sponsors, the most common FAA grant applicants, commonly have appointed boards or are overseen directly by elected bodies, such as city councils. In addition, input for specific projects or sponsor priorities is often provided by standing appointed committees. If not already available, the information can be requested on a voluntary basis.</p> <p>If not applicable or after reasonable efforts, no information was collected, respond, "Yes."</p>	<p>Yes</p> <p>No</p>	

Section 3: Questions about the Sponsor's Programs

By choosing "Yes" below, the sponsor certifies that the related statements are true.

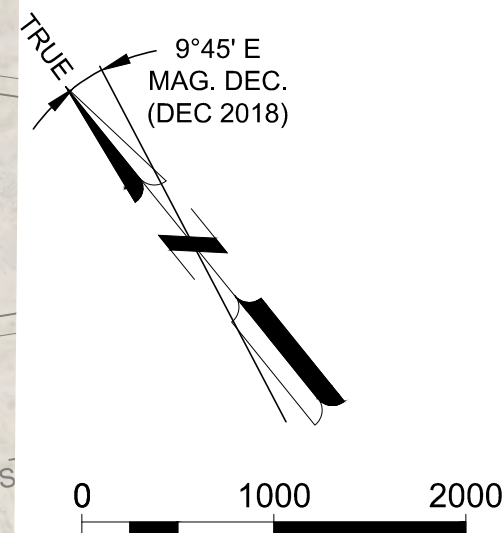
This information is required by DOT Order 1000.12C, Ch. II, Secs. 2, 3, and 4.

Criterion	Notes	Response	Comments
3.1 The sponsor's programs, including any airport operations, have been evaluated for potential impact based on race, color, national origin (including limited English proficiency (LEP)), or low-income status as part of an environmental review process consistent with FAA requirements.	Relevant requirements include Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.) ("Title VI"), DOT's Title VI regulations at 49 CFR part 21, Executive Order 12898, and DOT Order on Environmental Justice (Order 5610.2C). See Title VI of the Civil Rights Act of 1964 [www.justice.gov/crt/fcs/TitleVI]; 49 CFR part 21 [www.ecfr.gov] DOT Order on Environmental Justice [www.transportation.gov/transportation-policy/environmental-justice]	Yes No	
3.2 The sponsor has evaluated Checklist Section 2 data to identify any potential disparities based on race, color, or national origin (including LEP), as part of an analysis to identify potential discriminatory effects, consistent with FAA requirements.	Relevant requirements include Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.) ("Title VI"), DOT's Title VI regulations at 49 CFR part 21, Executive Order 12898, and DOT Order on Environmental Justice (Order 5610.2C).	Yes No	

Criterion	Notes	Response	Comments
<p>3.3 The sponsor has performed a “Four-Factor” LEP analysis for the sponsor’s programs, including its airport operations (if applicable). Plans and procedures and resources are in place to meet the identified LEP needs, consistent with the analysis.</p>	<p>A “Yes” response means yes to both parts of the question. The LEP analysis must be consistent with Executive Order 13166 and DOT Policy Guidance Concerning Recipients’ Responsibilities to LEP Persons (70 FR 74087, December 14, 2005).</p> <p>See DOT's LEP Guidance [https://www.transportation.gov/civil-rights/civil-rights-awareness-enforcement/dots-lep-guidance].</p>	<p>Yes</p> <p>No</p>	
<p>3.4 If the sponsor is an airport sponsor, the FAA Unlawful Discrimination Poster is displayed at its public airport facilities.</p> <p>If the sponsor is not an airport sponsor, it uses other effective methods to inform its customers, clients, beneficiaries, etc., that it will not discriminate based on race, color, national origin (including LEP), age, sex (including sexual orientation and gender identity), or creed, and of how to file a complaint of discrimination under Title VI against the applicant.</p>	<p>For airport sponsors, areas where the posters should be displayed include, as applicable, airport terminals, fixed base operator facilities, and at businesses that are open to the public and operating on airport property, such as hotels. For larger facilities, posters should be placed so that people can reasonably be expected to see them, no matter where they are in the facility. The poster is available at Airport Civil Rights Program – National Airport Policy and Compliance [https://www.faa.gov/about/office_org/headquarters_offices/acr/com_civ_support/national_airport_policy_compliance/].</p> <p>If applicant is not an airport, the method used to inform the public must be ongoing and documented.</p>	<p>Yes</p> <p>No</p>	

Criterion	Notes	Response	Comments
<p>3.5 The sponsor's practices for obtaining proactive and meaningful public participation to ensure that (1) beneficiaries, as well as contractors and sub-recipients (if applicable), are adequately informed about how programs, projects, and other activities will potentially affect them, and</p> <p>(2) diverse views are heard and considered throughout all stages of consultation, planning, and decision-making processes.</p>	<p>To demonstrate compliance with Title VI, the sponsor must specifically be able to show how it affords all members of the community equal opportunity to provide input, regardless of race, color, national origin (including LEP), sex (including sexual orientation and gender identity), creed, or age, in accordance with Title VI, 49 U.S.C. § 47123, Executive Orders 12898 and 13166, DOT Order 5610.2C, and the DOT LEP guidance at 70 FR 74087.</p> <p>Please skip this question if the sponsor has an FAA-approved community participation plan.</p>	<p>Yes</p> <p>No</p>	Under Development
<p>3.6 Detailed information for all of the sponsor's Title VI lawsuits, investigations, and complaints filed or pending within the last 2 years been uploaded to the FAA Civil Rights Connect System or sent to ACR-4-TitleVI@faa.gov, with receipt acknowledged.</p>	<p>Sponsors must provide the FAA with both the initial notifications for the individual lawsuits, investigation, and complaints, and status updates. The updates are required until at least the time of grant closeout. The updates must include at least the outcome of the lawsuits, investigation, and complaint, and confirmation for resolution of identified deficiencies.</p> <p>See Appendix C to 49 CFR 21, Sub-part (b)(3) [available through www.ecfr.gov].</p> <p>"Title VI lawsuits, investigations, and complaints" include those alleging discrimination based on race, color, national origin (including LEP), sex (including sexual orientation and gender identity), creed or age.</p>	<p>Yes</p> <p>No</p>	

Criterion	Notes	Response	Comments
<p>3.7 Detailed information for all Title VI oversight activities (including audits, compliance reviews, and assessments for the sponsor) performed or pending within the last 2 years, has been sent to ACR-4-TitleVI@faa.gov, with receipt acknowledged. This requirement does not apply to oversight activities conducted by FAA.</p>	<p>Sponsors must provide the FAA with both the initial notifications for the individual audits, compliance reviews, and assessment, and status updates. The updates are required until at least the time of grant closeout. The updates must include at least the outcome of the audits, compliance reviews, and assessment, and confirmation for resolution of identified deficiencies.</p> <p>See Appendix C to 49 CFR 21, Sub-part (b)(3) [available through www.ecfr.gov].</p>	<p>Yes</p> <p>No</p>	
<p>3.8 Detailed information for any pending grant applications with Federal agencies other than FAA identified in the grant application.</p>	<p>The information should be included in narrative fields of the pending application.</p>	<p>Yes</p> <p>No</p>	



PARCEL	TRACT	INTEREST (OWNER)	BOOK	PAGE	DATE	ACREAGE	FEDERAL PARTICIPATION
①	1	FEE (WFAA)	1096 (18)	516-519	2/22/77	321.04±	FED. APT. ACT. SEC. 16 (17)
①	2	FEE (WFAA)	402 399 1096	8 482-483 516-519	8/15/41 9/17/41 2/22/77	112.08±	--- (2)
①	3	FEE (WFAA)	375 325 325 313 313 357 315 373 399 1096	294 143 78 214 235 90 49 145 482-483 516-519	10/31/38 5/19/30 5/12/30 3/7/30 4/21/30 9/5/35 9/14/38 7/15/38 9/17/41 2/22/77	415.00±	--- (2)
②	1	FEE (WFAA) (9,10,&11)	1096	516-519	2/22/77	102.44±	9-05-004-5802
③	1	FEE (WFAA)	778 1096	290 516-519	4/20/60 2/22/77	37.95±	9-05-004-5802
③	2	FEE (WFAA)	778 1096	289-290 516-519	4/20/60 2/22/77	112.08±	9-05-004-5802
③	3	FEE (WFAA)	1096	516-519	2/22/77	10.00±	9-05-004-5802
④	---	FEE (WFAA)	778 1096	289 516-519	4/20/60 2/22/77	2.18±	9-05-004-5802
⑤	---	FEE (WFAA)	778 1096	289 516-519	4/20/60 2/22/77	1.08±	9-05-004-5802

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Grand Junction Regional Airport Authority
Agenda Item Summary

TOPIC:	Grant Application for Terminal Interior Refresh Project		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Authorize the Executive Director to sign and submit a grant application to the Federal Aviation Administration for 2025 Infrastructure Investment and Jobs Act grant funding for the Terminal Interior Refresh Project.		
SUMMARY:	<p>This grant application is for 2025 Airport Improvement Grant (AIG) funding, which is part of the Infrastructure Investment and Jobs Act (IIJA), previously referred to as the Bipartisan Infrastructure Law (BIL)) for improvements to the post-security passenger lounge area. Under the IIJA GJT is entitled to about \$2.2 million in grant funding for eligible projects annually for five years, and to date the Airport has been awarded \$3.7 million to complete the passenger loading bridge replacement project. This next project will include replacement of all gate agent guests and carpeting in the post-security area, reconstruction of the built-in bench seating, and other minor improvements. This project implements improvements designed as part of the Terminal Visioning project aimed to improve guest experience, operational efficiency, and complete needed repairs and maintenance.</p> <p>The grant application amount is \$674,500, which represents 95% of the anticipated eligible project costs. GJRAA will be required to fund the remaining 5% plus any non-eligible work included within the project. CDOT is expected to fund half of the Airport match through their FAA grant match program. Staff anticipates the FAA and CDOT grant award offers will be ready for the May, 20 2025 Airport Board Meeting for Board approval.</p>		
REVIEWED BY:	Executive Director, Legal Counsel and CIP Manager		
FISCAL IMPACT:	Federal Request - \$674,500 CDOT Request - \$17,750 GJRAA - \$17,750 Total Eligible Project Cost Estimate - \$710,000		
ATTACHMENTS:	Terminal Upgrades Grant Application		
STAFF CONTACT:	Sarah Menge smenge@gjairport.com Office: 970-248-8584		

Application for Federal Assistance SF-424

*1. Type of Submission: Preapplication Application Changed/Corrected Application	*2. Type of Application New Continuation Revision	* If Revision, select appropriate letter(s): * Other (Specify)
---	--	---

*3. Date Received: 4. Applicant Identifier:

5a. Federal Entity Identifier:	*5b. Federal Award Identifier: 1234567891
--------------------------------	--

State Use Only:

6. Date Received by State:	7. State Application Identifier:
----------------------------	----------------------------------

8. APPLICANT INFORMATION:

*a. Legal Name: Grand Junction Regional Airport Authority

*b. Employer/Taxpayer Identification Number (EIN/TIN): 84-6111114	*c. UEI: P2MUNC6N7YM6
--	--------------------------

d. Address:

*Street 1: 2828 Walker Field Drive. Ste. 301
Street 2:
*City: Grand Junction
County/Parish:
*State: CO
*Province:
*Country: USA: United States
*Zip / Postal Code 81506-8667

e. Organizational Unit:

Department Name:	Division Name:
------------------	----------------

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mrs. *First Name: Angela
Middle Name:
*Last Name: Padalecki
Suffix:

Title: Executive Director

Organizational Affiliation:

*Telephone Number: 970-248-8588	Fax Number:
---------------------------------	-------------

*Email: apadalecki@gjairport.com

Application for Federal Assistance SF-424***9. Type of Applicant 1: Select Applicant Type:**

X: Other

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

Airport Authority

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

IIJA

***12. Funding Opportunity Number:**

N/A

*Title:

N/A

13. Competition Identification Number:

N/A

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Grand Junction, Mesa County, State of Colorado

***15. Descriptive Title of Applicant's Project:**

Interior Terminal Improvements

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

*a. Applicant: CO-3

*b. Program/Project: CO-3

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 07/01/2025

*b. End Date: 08/30/2026

18. Estimated Funding (\$):

*a. Federal	\$ 674,500
*b. Applicant	\$ 0
*c. State	\$ 0
*d. Local	\$ 35,500
*e. Other	\$ 0
*f. Program Income	\$ 0
*g. TOTAL	\$ 710,000

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on _____.
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**

Yes No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mrs. *First Name: Angela

Middle Name: _____

*Last Name: Padalecki

Suffix: _____

*Title: Executive Director

*Telephone Number: 970-248-8588

Fax Number:

* Email: apadalecki@gairport.com

*Signature of Authorized Representative:

*Date Signed:

Grand Junction Regional Airport

4.4 ★★★★★ 599 reviews

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gjaairport.com

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U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-100, Application for Federal Assistance (Development and Equipment Projects)

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 28 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200; no assurance of confidentiality is provided. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

INSTRUCTIONS FOR FORM 5100-100

PART I – Application for Federal Assistance

Part I of the Application for Federal Assistance consists of a completed Standard Form (SF) 424. The remaining parts of Form 5100-100 (Parts II, III and IV) represent continuation pages that the Sponsor must attach to the associated SF-424 form. The signature of the Sponsor's authorized representative on the SF-424 form represents acceptance of the representations and certifications made within the corresponding FAA 5100-100 form.

PART II – Project Approval Information

This information is necessary for the Federal Aviation Administration to evaluate this request for Federal assistance. Responses do not require an explanation unless explicitly requested by the question.

SECTION A. STATUTORY CONDITIONS

Item 1 – Indicate whether the Sponsor maintains an active registration in the Federal System for Award Management (SAM). Pursuant to 2 CFR §25.200(b), a Sponsor must maintain an active registration in the Central Contractor Registration repository (housed within SAM) with current information at the time of the application and during the active period of the Federal award.

Item 2 – Indicate whether the Sponsor can commence the project within the same fiscal year the grant is made or within 6 months of when the grant is made, whichever is later. Attach explanation for negative responses. This information is considered when allocating discretionary funds. (49 U.S.C. § 47115(d)(2))

Item 3 – Indicate whether the Sponsor can complete the project without unreasonable delays. If applicable, provide listing of foreseeable events (winter shutdown, land acquisition issues, non-aeronautical events, etc.) that have potential to delay completion of the project. (49 USC § 47106(a))

Item 4 – Indicate whether the environmental review (i.e. environmental assessment, mitigated FONSI, etc.) identified impacts or effects on the environment that require mitigating measures that lessen the impact or effect on the environment. If yes, provide a summary listing of mitigating measures. (49 U.S.C. § 47106(c))

Item 5 – Indicate whether the project covered by this request is also covered by an approved Passenger Facility Charge (PFC) application or other Federal assistance program by selecting all applicable check boxes (49 U.S.C. § 40117(d) and 2 CFR § 200.403). If the approved PFC application only addresses the Sponsor's AIP matching share, select the appropriate check box.

If the project, or portions thereof, is covered by another Federal assistance program, identify the Federal assistance program by name and the Catalog of Federal Domestic Assistance (CFDA) number.

Item 6 – Indicate whether the Sponsor intends to seek reimbursement of Sponsor indirect costs as defined by 2 CFR §200.414 and 2 CFR Appendix VII to Part 200. This information request **does not** include the indirect costs claimed by a for-profit entity (e.g. consultant).

- The de minimis rate may only be used if the Sponsor has not previously received a negotiated Indirect Cost Rate (ICR) and does not exceed the limitations prescribed in Appendix VII to Part 200.
- A Sponsor with an existing approved negotiated ICR must identify the ICR value, the name of the cognizant agency that approved the ICR and the date of approval.

SECTION B. CERTIFICATION REGARDING LOBBYING

This section addresses the Sponsor's declaration regarding lobbying activities. The declaration made in the section are under signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached.

Title 31 U.S.C. § 1352 establishes that no appropriated funds may be expended by a recipient of a Federal grant to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this covered Federal assistance action. Pursuant to 40 CFR part 20, this certification attests that the Sponsor has not made, and will not make, any payment prohibited payment by 31 U.S.C. § 1352.

SECTION C. REPRESENTATIONS AND CERTIFICATION

1. **Compatible Land Use** (49 U.S.C. § 47107(a)(10)) – Identify actions the Sponsor has taken to assure land uses in close proximity to the airport are compatible with normal airport operations.
2. **Defaults** – Confirm that Sponsor is not in default on any obligation to the United States or any agency of the United States government.
3. **Possible Disabilities** – Confirm that Sponsor has no facts or circumstances (i.e. legal, financial or otherwise) that might adversely affect the Sponsor in completing the project and carrying out the provisions of the associated Grant Assurances.
4. **Consistency with Local Plans** (49 U.S.C. § 47106(a)) – Confirm project is consistent with plans (existing at the time the project is approved) of public agencies authorized by the State in which the airport is located to plan.
5. **Consideration of Local Interests** (49 U.S.C. § 47106(b)) – Confirm the Sponsor has given fair consideration to the community in and near the project.
6. **Consultation with Users** (49 U.S.C. § 47105(a)) - Confirm the Sponsor has consulted with airport users that will be affected by the project.
7. **Public Hearings** (49 U.S.C. § 47106(c)) – For projects involving the location of an airport, runway or major runway extension, confirm the Sponsor:
 - a. Provided an opportunity for a public hearing to consider economic, social and environmental effects of the project.
 - b. Has voting representation from the communities in which the project is located; or has advised the communities that they have the right to petition the Secretary about the proposed project.
8. **Air and Water Quality Standards** - Confirm Sponsor will comply with applicable air and water quality standards.
9. **Exclusive Rights** (49 U.S.C. § 47107(a)) – Identify all instances of exclusive rights to conduct aeronautical services at the airport.
10. **Land (49 U.S.C. § 47106(b))** –
 - a. Identify property interests specific to the development project and/or land acquisition. The declaration of property interest is to be based upon a title opinion submitted by an attorney. When identifying the property interest, use the same parcel numbers as used to identify the property on the associated Exhibit A property map.
Example: “*Sponsor maintains property interest as depicted within the property table on the Exhibit A property map dated ___/___/___ originally filed with AIP Project ###.*”
 - b. Complete this subpart if the Sponsor proposes a project for which they have not yet obtained appropriate property interests. Note that the work may not commence until Sponsor obtains acceptable property interests. Identify such property by parcel number that corresponds to the associated Exhibit A property map.
 - c. Complete this subpart when acquiring property interests under the grant. Identify such property by parcel number that corresponds to the associated Exhibit A property map.

PART III – Budget Information

SECTION A. GENERAL

1. Assistance Listing Number - Show the Assistance Listing Number from which the assistance is requested.

2. Functional or Other Breakout: Indicate “Airport Improvement Program”. Prepare a separate set of Part III forms for other Federal program categories.

SECTION B. CALCULATION OF FEDERAL GRANT

When applying for a new grant, use the Total Amount Column only. Use all columns when requesting revisions of previously awarded amounts.

Line 1 - Enter amounts needed for administration expenses, which may include such items as: legal fees, mailing/shipping expenses, audit fees and documented Sponsor employee time that is necessary to administer the grant.

Line 2 - Enter amounts pertaining to allowable preliminary expenses. These include such expenses as independent fee estimate preparation, advertising expenses and permits.

Line 3 - Enter amounts directly associated with the acquisition of land, existing structures, and related right-of-way.

Line 4 - Enter fees for architectural engineering basic services.

Line 5 - Enter amounts for architectural engineering special services (e.g. surveys, tests and borings).

Line 6 - Enter fees for inspection, testing and monitoring of construction and related programs.

Line 7 - Enter amounts associated with the development of land where the primary purpose of the grant is land improvement. Site work normally associated with major construction should be excluded from this category and shown on line 11.

Line 8 - Enter the dollar amounts needed to provide relocation advisory assistance, and the net amounts for replacement (last resort) housing. Do not include relocation administration expenses on this Line; include them on Line 1.

Line 9 - Enter the estimated amount of relocation payments to be made to displaced persons, business concerns, and non-profit organizations for moving expenses and replacement housing.

Line 10 - Enter the cost of demolition or removal of improvements on developed land. Reduce the costs on this line by the amount of expected proceeds from the sale of salvage, if so instructed by the Federal grantor agency. Otherwise, show the proceeds on Line 15.

Line 11 - Enter amounts for the actual construction of, addition to or restoration of a facility. Include in this category the amounts of project improvements such as grading, drainage, paving, marking, lighting, buildings, seeding/sodding, etc.

Line 12 - Enter amounts for equipment. Examples include ARFF vehicles, SRE equipment, AWOS equipment, interactive training, NAVAID equipment, etc.)

Line 13 - Enter miscellaneous amounts for items not specifically covered by previous categories.

Line 14 - Enter the sum of Lines 1-13.

Line 15 - Enter the estimated amount of program income that will be earned during the grant period and applied to the program. Examples include vehicle trade-in value, sale of millings resulting from project, credits passed on from contractor, etc. This line may be used to indicate applied liquidated damages.

Line 16 - Enter the difference between Line 14 and Line 15.

Line 17 - Enter the aggregate amount for those items, which are a part of the project but not subject to Federal participation. Refer to Section C, exclusions.

Line 18 - Enter the subtotal sum of Lines 16 and 17. (This is the amount to which the matching share ratio prescribed in program legislation is applied.)

Line 19 - Indicate the total amount of the Federal assistance requested. This value is determined by multiplying the grant participation rate by the amount indicated in line 18.

Line 20 - Indicate the amount of the Grantee's share (from Section D).

Line 21 - Indicate the amount of other shares (from Section D)

Line 22 - Indicate sum of Lines 19, 20 and 21.

SECTION C. EXCLUSIONS

Line 23 a-g - Identify and list those costs which are part of the project cost but are not subject to Federal participation because of program legislation or Federal grantor agency instructions. The total amount on Line g should agree with the amount shown on Line 17 of Section B.

SECTION D. PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

Line 24 a-g - Show the source of the grantee's share. If cash is not immediately available, specify the actions completed to date and those actions remaining to make cash available under Section E - Remarks. Indicate also the period of time that will be required after execution of the grant agreement to obtain the funds. If there is a non-cash contribution, explain what this contribution will consist of.

Line 24h - Indicate total of Lines 24 a-g. This amount must equal the amount in Section B, Line 20.

Line 25a - Show the amount that will be contributed by a State or state agency, only if the applicant is not a State or state agency. If there is a non-cash or other contribution, explain what the contribution will consist of under Section E - Remarks.

Line 25b - Show the amount that will be contributed from other sources. If there is a non-cash contribution, explain what the contribution will consist of under Section E - Remarks.

Line 25c - Show the total of Lines 25a and 25b. This amount must be the same as the amount shown in Section B, Line 21.

Line 26 - Enter the totals of Lines 24h and 25c.

SECTION E. OTHER REMARKS

Make any remarks pertinent to the project and provide any other information required by these instructions or the grantor agency. Attach additional sheets, if necessary.

PART IV – Program Narrative

Prepare the program narrative statement in accordance with the following instructions for all new grant programs. Requests for supplemental assistance should be responsive to Item 5b only. Requests for continuation or refunding or other changes of an approved project should be responsive to Item 5c only.

1. OBJECTIVES AND NEED FOR THIS ASSISTANCE

Provide a short and concise description of the proposed improvement. Include a narrative on why this improvement is needed.

2. RESULTS OR BENEFITS EXPECTED

Identify results and benefits to be derived. For example, include a description of who will occupy the facility and show how the facility will be used. For land acquisition or development projects, explain how the project will benefit the public.

3. APPROACH

- a. Outline a plan of action pertaining to the scope and detail of how the Sponsor proposes to accomplish the work.
- b. Cite factors, which might accelerate or decelerate the work, and your reason for taking this approach as opposed to others. Describe any unusual features of the project such as construction approach, reductions in cost or time or extraordinary social and community involvements.
- c. Provide projections of project milestone dates. As a minimum, identify target dates for defining project costs (i.e. bid opening or completion of negotiations), anticipated issuance of notice-to-proceed and anticipated project completion date.
- d. Identify monitoring and oversight mechanisms the Sponsor proposes to implement.
- e. List key individuals and entities such as consultant, Sponsor personnel and contractor who will work on the project. Provide a short description of the nature of their effort or contribution.

4. GEOGRAPHIC LOCATION

Identify location of the project. This will typically be the name of the airport.

5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:

- a. Describe the relationship between this project and other work planned, anticipated or underway under the Federal Assistance listed under Part II, Section A, Item 5.
- b. Explain the reason for all requests for supplemental assistance and justify the need for additional funding.
- c. If there have been significant changes in the project objectives, location, approach or time delays, explain and justify. For other requests for changes or amendments, explain the reason for the change(s). If the scope, budget, or objectives have changed or an extension of time is necessary, explain the circumstances and justify.

6. SPONSOR'S REPRESENTATIVE

Identify contact information of Sponsor's representative.

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A			
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.			
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	Yes	No	
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	Yes	No	N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	Yes	No	N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	Yes	No	N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.			
<div style="margin-left: 40px;"> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? Yes No </div> <div style="margin-left: 40px; margin-top: 10px;"> The project is included in another Federal Assistance program. Its CFDA number is below. </div>			
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	Yes	No	N/A
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:			
<div style="margin-left: 40px;"> De Minimis rate of 10% as permitted by 2 CFR § 200.414. </div> <div style="margin-left: 40px; margin-top: 10px;"> Negotiated Rate equal to % as approved by (the Cognizant Agency) on (Date) (2 CFR part 200, appendix VII). </div>			
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>			

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The Sponsor has reviewed the City of Grand Junction and Mesa County development codes and zoning. This project is consistent with existing plans.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

The Sponsor is not in default on any obligations to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

There are no possible disabilities which might make it impossible to carry out the completion of the Project.

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

The Project is consistent with local plans.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

The Project has taken into account User Consultation and has been approved in an advertised public meeting.

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

The Project has taken into account User Consultation and has been approved in an advertised public meeting.

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

The Project has taken into account User Consultation and has been approved in an advertised public meeting.

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

The Project will be located, designed, constructed, and operated so as to comply with air and water quality standards.

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

There are no grants of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor.

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

The Authority owns all property to be developed in connection with this project and there are no exceptions, encumbrances, or adverse interests on land connected to the Airport. See Exhibit A on Last page.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

N/A

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Assistance Listing Number:	20.106
2. Functional or Other Breakout:	Infrastructure Investment and Jobs Act (IIJA)

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 10,000
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			700,000
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 710,000
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 710,000
19. Federal Share requested of Line 18			674,500
20. Grantee share			35,500
21. Other shares			
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 710,000

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	35,500
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 35,500
25. Other Shares	Amount
a. State	0
b. Other	0
c. TOTAL - Other Shares	\$ 0
26. TOTAL NON-FEDERAL FINANCING	\$ 35,500

SECTION E – REMARKS (Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Terminal Interior Upgrades IIJA/AIG Project

AIRPORT: Grand Junction Regional Airport

1. Objective:

Update and refresh worn and dated passenger lounges. The project will include updates to beam seating furniture, mill work, flooring, wall surfaces, restroom finishes, and minor electrical improvements. This project is proposed to improve guest satisfaction, comfortability, overall improvement in travel experience.

2. Benefits Anticipated:

This project is expected to deliver a more inviting and functional environment across passenger lounges 1 through 6 by providing tailored furniture plans, seating options, and materials, along with a refreshed interior design, which will enhance the passenger experience, improve comfort, and modernize the overall aesthetic of the lounges and holdrooms.

3. Approach: (See approved Scope of Work in Final Application)

See scope of work.

4. Geographic Location:

The Grand Junction Regional Airport is located approximately 2 miles Northeast of the central business district of Grand Junction, Colorado. The physical address of the Airport is 2828 Walker Field Drive, Grand Junction, Colorado 81506.

5. If Applicable, Provide Additional Information:

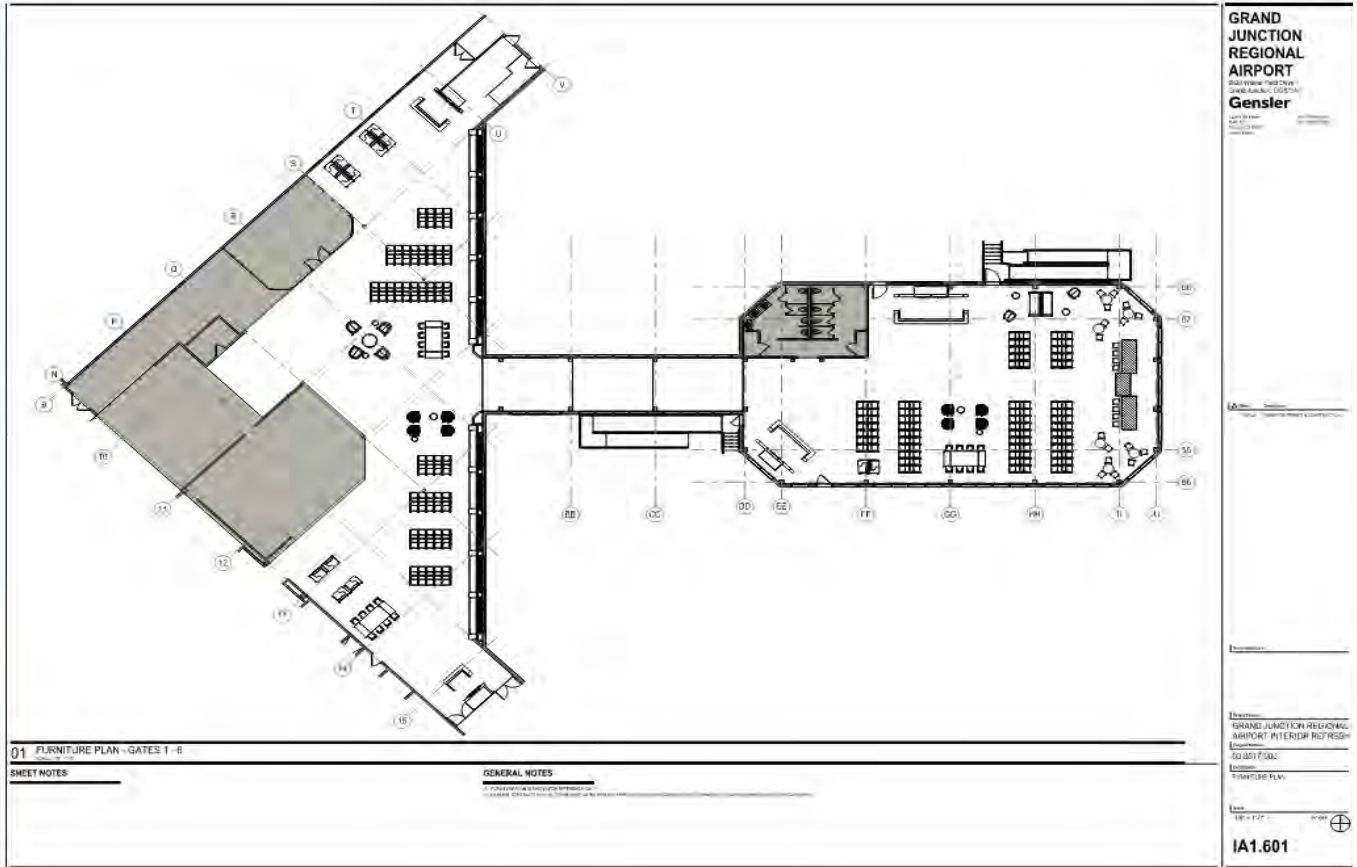
6. Sponsor's Representative: (include address & telephone number)

2828 Walker Field Drive
Grand Junction, Colorado 81506
(970) 244-9100

CIP/PREAPPLICATION DATA SHEET

AIRPORT: Grand Junction Regional Airport (GJT) LOCAL PRIORITY: N/A UPDATED: March 2025
WORK ITEM: Terminal Interior Upgrades BIL/AIG Project

SKETCH:



JUSTIFICATION: Updating the furniture and interior design will not only improve the comfort and convenience of travelers but also enhance the visual appeal, creating a more modern and welcoming atmosphere.

SPONSOR SIGNATURE: _____ **DATE:** _____

COST ESTIMATE: \$710,000

ADMINISTRATION:	\$	10,000		\$		\$
ENGINEERING:	\$			\$		\$
CONSTRUCTION:	\$	700,000		\$	TOTAL:	\$ 710,000

ADO USE:

PREAPP
NO: _____

GRANT
NO: _____

NPIAS
CODE: _____

WORK
CODE: _____

FAA
PRIOR: _____

FED \$ _____



ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and

assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The

accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or

facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable

classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The ([**Selection Criteria: Sponsor Name**]), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development

project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 - 1. Reinvestment in an approved noise compatibility project;
 - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 - 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by

the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of [Selection Criteria: Project Application Date].

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 - 1. Describes the requests;
 - 2. Provides an explanation as to why the requests could not be accommodated; and
 - 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



FAA Airports

Current FAA Advisory Circulars Required for Use in AIP Funded, IIJA Funded, and PFC Approved Projects

Updated: 03/05/2025

View current and previous versions of these ACs and any associated changes at:

http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/.¹

NUMBER	TITLE
70/7460-1M	Obstruction Marking and Lighting
150/5000-9B	Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B, Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13C	Development of State Aviation Standards for Airport Pavement Construction
150/5200-28G	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D, Changes 1 - 2	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C, Changes 1 - 2	Airport Emergency Plan
150/5200-33C	Hazardous Wildlife Attractants on or near Airports

¹ All grant recipients are responsible for reviewing errata sheets and addendums pertaining to these Advisory Circulars.

NUMBER	TITLE
150/5200-34A	Construction or Establishment of Landfills Near Public Airports
150/5200-38	Protocol for the Conduct and Review of Wildlife Hazard Site Visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7E	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14C	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19B	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E, Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23A	Frangible Connections
150/5220-24	Airport Foreign Object Debris (FOD) Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5230-4C	Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports
150/5300-13B, Change 1	Airport Design
150/5300-14D	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects

NUMBER	TITLE
150/5300-16B	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C, Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B, Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5300-19	Airport Data and Information Program
150/5300-20	Submission of On-Airport Proposals for Aeronautical Study
150/5320-5D	Airport Drainage Design
150/5320-6G	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5D	Standardized Method of Reporting Airport Pavement Strength - PCR
150/5340-1M, Change 1	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18H	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Specifications for Airport Lighting Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors

NUMBER	TITLE
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26E	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27F	FAA Specification for Wind Cone Assemblies
150/5345-28H	Precision Approach Path Indicator (PAPI) Systems
150/5345-39E	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42K	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44L	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46F	Specification for Runway, Taxiway, Heliport, and Vertiport Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities

NUMBER	TITLE
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2D	Heliport Design
150/5395-1B	Seaplane Bases

THE FOLLOWING ADDITIONAL ADVISORY CIRCULARS APPLY TO AIP AND IIJA PROJECTS ONLY

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5100-21	State Block Grant Program
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects

STANDARD DOT TITLE VI ASSURANCES

Grand Junction Regional Airport Authority (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:
 - (a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and
 - (b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:
 - (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - (b) the period during which the Sponsor retains ownership or possession of the property.
7. **It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.**

STANDARD DOT TITLE VI ASSURANCES (Continued)

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED _____

Grand Junction Regional Airport Authority

(Sponsor)

(Signature of Authorized Official)

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. the contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

**REQUIRED STATEMENTS
AIRPORT IMPROVEMENT PROGRAM PROJECTS**

AIRPORT: Grand Junction Regional Airport

LOCATION: Grand Junction, Colorado

AIP PROJECT NO.: 3-08-0027-TBD-2025

STATEMENTS APPLICABLE TO THIS PROJECT

- ☒ a. **INTEREST OF NEIGHBORING COMMUNITIES:** In formulating this project, consideration has been given to the interest of communities that are near (Exact name of airport)Grand Junction Regional Airport.
- ☒ b. **THE DEVELOPMENT PROPOSED IN THIS PROJECT** will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.
- ☒ c. **FBO COORDINATION:** The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing (Exact name of airport) Grand Junction Regional Airport, and they have been informed regarding the scope and nature of this project.
- ☒ d. **THE PROPOSED PROJECT IS CONSISTENT** with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

BY: Angela Padalecki **DATE:** _____

TITLE: Executive Director

SPONSORING AGENCY: Grand Junction Regional Airport

NOTE: Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.

- a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project; **N/A**
- b. The nature and basis of opposition; **N/A**
- c. Sponsor's plan to accommodate or otherwise satisfy the opposition; **N/A**
- d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community. **N/A**
- e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance; **N/A**
- f. Sponsor's plans, if any, to minimize any adverse effects of the project; **N/A**
- g. Benefits to be gained by the proposed development; and **N/A**
- h. Any other pertinent information which would be of assistance in determining whether to proceed with the project. **N/A**

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed _____ Date _____
Sponsor's Authorized Representative

Title _____
Executive Director

TITLE VI PRE-AWARD SPONSOR CHECKLIST

Airport/Sponsor: Grand Junction Regional Airport

AIP #: 3-08-0027-TBD-2025

Project Description(s): Interior Terminal Refresh

- 1) Please describe any of the following IF they apply to your project: Title VI issues raised at public hearing(s) and the conclusions made; EIS data concerning the race, color, or national origin of the affected community; steps taken or proposed to guard against unnecessary impact on persons on the basis of race, color or national origin.
☐ None
- 2) Please list any airport related Title VI lawsuits or complaints filed in the preceding year against the sponsor. Include a summary of the findings.
☐ None (If "None", continue with questions 3 and 4).
- 3) Please list any current applications for federal funding (other than FAA) of airport related projects which exceed the amount for this grant.
☐ None
- 4) Please list any airport related Title VI compliance review(s) received by the sponsor in the preceding two years. Include who conducted the review and any findings of noncompliance.
☐ None

To be completed by the Civil Rights Staff

Review completed and approved: _____
Signature

Date: _____

This checklist is only required for projects that involve one of the following: Environmental Assessment or Impact Statement (EIS); airport or runway relocation; major runway extension; relocation of any structure of person; or impact to access or preservation of any burial ceremonial or other sacred or historical structures or lands of any indigenous or ethnic population.

Return to: FAA, Civil Rights, Northwest Mountain Region; 1601 Lind Ave. SW; Renton, WA 98057-3356. FAX: (425) 227-1009 Phone (425) 227-2009

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION

Grand Junction Regional Airport Authority

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: Mrs. * First Name: Angela Middle Name:

* Last Name: Padalecki Suffix:

* Title: Executive Director

* SIGNATURE:

* DATE:



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-129, Construction Project Final Acceptance – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: Grand Junction Regional Airport Authority

Airport: Grand Junction Regional Airport

Project Number: TBD

Description of Work: Interior Terminal Refresh

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgment and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).

Yes No N/A

2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor’s performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2).

Yes No N/A

3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).

Yes No N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).

Yes	No	N/A
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5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).

Yes	No	N/A
-----	----	-----
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
 - a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).

Yes	No	N/A
-----	----	-----
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).

Yes	No	N/A
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8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
 - a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).

Yes	No	N/A
-----	----	-----
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
 - a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);

Yes	No	N/A
-----	----	-----
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).

Yes	No	N/A
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11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

Yes No N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

Yes No N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of April , 2025 .

Name of Sponsor: Grand Junction Regional Airport

Name of Sponsor's Authorized Official: Angela Padalecki

Title of Sponsor's Authorized Official: Executive Director

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: Grand Junction Regional Airport Authority

Airport: Grand Junction Regional Airport

Project Number: TBD

Description of Work: Interior Terminal Refresh

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes No N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes No N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

Yes No N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Yes No N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

Yes No N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Yes No N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

Yes No N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: Grand Junction Regional Airport

Address: 2828 Walker Field Drive, Grand Junction, Colorado 81506

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of April , 2025 .

Name of Sponsor: Grand Junction Regional Airport Authority

Name of Sponsor's Authorized Official: Angela Padalecki

Title of Sponsor's Authorized Official: Executive Director

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-131, Equipment and Construction Contracts – Airport Improvement Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: Grand Junction Regional Airport Authority

Airport: Grand Junction Regional Airport

Project Number: TBD

Description of Work: Interior Terminal Refresh

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor’s officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

Yes No N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).

Yes No N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

Yes No N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:

- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
- b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
- c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

Yes No N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:

- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
- b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
- c. Publicly opened at a time and place prescribed in the invitation for bids; and
- d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

Yes No N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
- b. Plan for publicizing and soliciting an adequate number of qualified sources; and
- c. Listing of evaluation factors along with relative importance of the factors.

Yes No N/A

7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

Yes No N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

Yes No N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

Yes No N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland “Anti-Kickback” Act (29 CFR parts 3 and 5)

Yes No N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

Yes No N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

Yes No N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

Yes No N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of April , 2025 .

Name of Sponsor: Grand Junction Regional Airport

Name of Sponsor's Authorized Official: Angela Padalecki

Title of Sponsor's Authorized Official: Executive Director

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-132, Project Plans and Specifications – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: Grand Junction Regional Airport Authority

Airport: Grand Junction Regional Airport

Project Number: TBD

Description of Work: Interior Terminal Refresh

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

Yes No N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

Yes No N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).

Yes No N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).

Yes No N/A

5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).

Yes No N/A

6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).

Yes No N/A

7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).

Yes No N/A

8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).

Yes No N/A

9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).

Yes No N/A

10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).

Yes No N/A

11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)

Yes No N/A

12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:

- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.

Yes No N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

Yes No N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

Yes No N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

Yes No N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of April , 2025 .

Name of Sponsor: Grand Junction Regional Airport

Name of Sponsor's Authorized Official: Angela Padalecki

Title of Sponsor's Authorized Official: Executive Director

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: Grand Junction Regional Airport Authority

Airport: Grand Junction Regional Airport

Project Number: TBD

Description of Work: Interior Terminal Refresh

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).

Yes No N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).

Yes No N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).

Yes No N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
- Yes No N/A
5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
- b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- Yes No N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- Yes No N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
- Yes No N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
- b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- Yes No N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- Yes No N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- Yes No N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
- Yes No N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- Yes No N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

Yes No N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes No N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this day of April , 2025 .

Name of Sponsor: Grand Junction Regional Airport

Name of Sponsor's Authorized Official: Angela Padalecki

Title of Sponsor's Authorized Official: Executive Director

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: Grand Junction Regional Airport Authority

Airport: Grand Junction Regional Airport

Project Number: TBD

Description of Work: Interior Terminal Refresh

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this day of April , 2025 .

Name of Sponsor: Grand Junction Regional Airport

Name of Sponsor's Authorized Official: Angela Padalecki

Title of Sponsor's Authorized Official: Executive Director

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-145, FAA Title VI Pre-Grant Award Checklist

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, completing and reviewing the collection of information.

All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524

Instructions for Form 5100-145, FAA Title VI Pre-Grant Award Checklist

This Checklist must be completed and submitted by the sponsor as a part of each FAA grant application.

"Yes" responses mean that the sponsor is currently in compliance or has a corrective action plan approved by the FAA Office of Civil Rights (FAA) to come into compliance. "No" responses mean there is a potential compliance issue. Compliance issues will be brought to the attention of the FAA to determine if corrective actions are necessary. If there are any questions, please contact ACR-4-TitleVI@faa.gov.

References to "Title VI" in this checklist include Title VI of the Civil Rights Act of 1964 and related authorities that expand or clarify nondiscrimination protections in FAA assisted programs, identified in [FAA Order 1400.11](#)

[https://www.faa.gov/regulations_policies/orders_notices/index.cfm/go/document.current/documentNumber/1400.11].

FAA Title VI Pre-Grant Award Checklist

Submission information

Submission date (Pick a date):

Name of airport sponsor: Grand Junction Regional Airport Authority

Submitter's name: Angela Padalecki

Title: Executive Director

Phone number: 970-248-8588

Section 1: Questions Concerning Prior Approval of Title VI Program

By selecting "Yes" below, the sponsor certifies that the following documents were provided to, and approved by, the FAA Office of Civil Rights, and documentation of FAA's approval has been received by the sponsor. The FAA Office reviewing this grant application will confirm the FAA's approval of the documents in this Section prior to approving the grant application.

A sponsor that has **both** a Title VI* Plan and a Community Participation Plan, **both** of which are approved by the FAA and current, and has already received approval for the information outlined in this Checklist, does not need to complete the remaining questions in Sections 2 and 3 of this Checklist.

This information is required based on [DOT Order 1000.12C, Ch. II, Secs. 3 and 4](https://www.transportation.gov/mission/us-department-transportation-title-vi-program)
[https://www.transportation.gov/mission/us-department-transportation-title-vi-program].

Criterion	Notes	Response	Comments
1.1 The sponsor has a written Title VI Plan, approved by the FAA Office of Civil Rights, and subsequently adopted by the recipient, and documentation of the approval and adoption.	<p>Sponsors must develop and adopt a Title VI Plan that outlines the recipient's measures to ensure compliance with Title VI. A current Title VI Plan on file with the FAA is sufficient if the Plan is no more than 3 years old.</p> <p>If the sponsor does not have an approved Title VI Plan, select "No" and complete Sections 2 and 3 of this Checklist.</p>	<p>Yes</p> <p>No</p>	Title VI Plan is drafted/submitted and under review by FAA office of Civil Rights.
1.2 The sponsor has a written Community Participation Plan (CPP), or an equivalent public participation plan (PPP), and documented approval or concurrence of the plan from the FAA Office of Civil Rights.	<p>Sponsors must satisfy CPP requirements as a condition of receiving an award of federal financial assistance. To the extent the sponsor has already prepared a PPP as part of planning or other requirements of FAA or DOT, that plan or plans may satisfy the CPP requirement so long as the plan has incorporated the Title VI requirements as provided in DOT Order 1000.12C, Ch. II, Sec. 4(a-j).</p> <p>If the sponsor does not have an approved CPP or PPP, select "No" and answer question 3.5 in Section 3 of this Checklist.</p>	<p>Yes</p> <p>No</p>	CPP is drafted/submitted and under review by FAA office of Civil Rights.

If the answers to 1.1 and 1.2 above are both "Yes," do *not* complete Sections 2 and 3.

Section 2: Questions Concerning Applicant Data

By selecting "Yes" below, the sponsor certifies that the following documents have been collected in its records prior to submitting this grant application and will be timely made available to FAA staff, including from the FAA Offices of Airports, Chief Counsel, and Civil Rights, upon request.

"Timely available" usually means within 1 week or less, depending on the scope and circumstances. The data should already be available in a format that can be forwarded, as-is. No further data collection or summarization efforts should be necessary to respond to the request.

This information is required by DOT Order 1000.12C, Ch. II, Sec. 2; 49 CFR 21.9; and FAA Order 1400.11.

Criterion	Notes	Response	Comments
2.1 The sponsor has, on file, demographic information for the surrounding community and communities otherwise affected by the sponsor's facilities and operations, including any airport noise and relocations.	At a minimum, data is required for race, color, national origin, and limited English proficiency (LEP) populations. The collected data must include the most current U.S. Census Bureau data, where available, such as American Community Survey data. EJSscreen [www.epa.gov/ejscreen] is a useful resource for assessing project areas.	Yes No	
2.2 The sponsor has, on file, demographic information for beneficiaries. For example, if the applicant is an airport operator, it has collected information for its airport customers.	In most cases, this type of information is available through voluntary disclosures by customers, lessees, community meeting attendees, and businesses seeking opportunities with the applicant. If not applicable or after reasonable efforts, no information was collected, respond, "Yes."	Yes No	

Criterion	Notes	Response	Comments
2.3 The sponsor has, on file, demographic information for their staff.	<p>In most cases, this type of information is available through voluntary disclosures. See also 49 CFR § 21.5(c).</p> <p>If not applicable or after reasonable efforts, no information was collected, respond, "Yes."</p>	<p>Yes</p> <p>No</p>	
2.4 The sponsor has, on file, demographic information for individuals who are members of planning or advisory boards overseeing the applicant's programs, including its airport operations (if applicable).	<p>Airport sponsors, the most common FAA grant applicants, commonly have appointed boards or are overseen directly by elected bodies, such as city councils. In addition, input for specific projects or sponsor priorities is often provided by standing appointed committees. If not already available, the information can be requested on a voluntary basis.</p> <p>If not applicable or after reasonable efforts, no information was collected, respond, "Yes."</p>	<p>Yes</p> <p>No</p>	

Section 3: Questions about the Sponsor's Programs

By choosing "Yes" below, the sponsor certifies that the related statements are true.

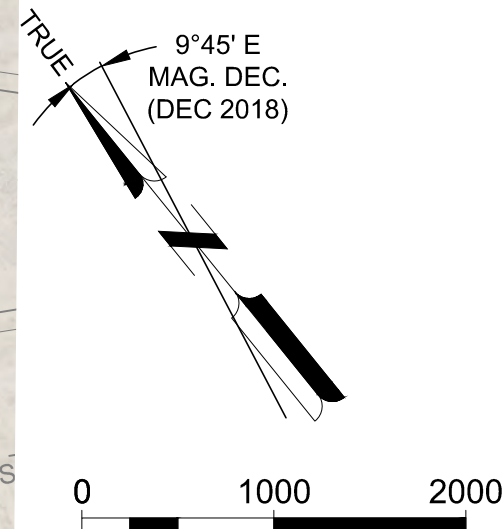
This information is required by DOT Order 1000.12C, Ch. II, Secs. 2, 3, and 4.

Criterion	Notes	Response	Comments
3.1 The sponsor's programs, including any airport operations, have been evaluated for potential impact based on race, color, national origin (including limited English proficiency (LEP)), or low-income status as part of an environmental review process consistent with FAA requirements.	Relevant requirements include Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.) ("Title VI"), DOT's Title VI regulations at 49 CFR part 21, Executive Order 12898, and DOT Order on Environmental Justice (Order 5610.2C). See Title VI of the Civil Rights Act of 1964 [www.justice.gov/crt/fcs/TitleVI]; 49 CFR part 21 [www.ecfr.gov] DOT Order on Environmental Justice [www.transportation.gov/transportation-policy/environmental-justice]	Yes No	
3.2 The sponsor has evaluated Checklist Section 2 data to identify any potential disparities based on race, color, or national origin (including LEP), as part of an analysis to identify potential discriminatory effects, consistent with FAA requirements.	Relevant requirements include Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.) ("Title VI"), DOT's Title VI regulations at 49 CFR part 21, Executive Order 12898, and DOT Order on Environmental Justice (Order 5610.2C).	Yes No	

Criterion	Notes	Response	Comments
<p>3.3 The sponsor has performed a “Four-Factor” LEP analysis for the sponsor’s programs, including its airport operations (if applicable). Plans and procedures and resources are in place to meet the identified LEP needs, consistent with the analysis.</p>	<p>A “Yes” response means yes to both parts of the question. The LEP analysis must be consistent with Executive Order 13166 and DOT Policy Guidance Concerning Recipients’ Responsibilities to LEP Persons (70 FR 74087, December 14, 2005).</p> <p>See DOT's LEP Guidance [https://www.transportation.gov/civil-rights/civil-rights-awareness-enforcement/dots-lep-guidance].</p>	<p>Yes</p> <p>No</p>	
<p>3.4 If the sponsor is an airport sponsor, the FAA Unlawful Discrimination Poster is displayed at its public airport facilities.</p> <p>If the sponsor is not an airport sponsor, it uses other effective methods to inform its customers, clients, beneficiaries, etc., that it will not discriminate based on race, color, national origin (including LEP), age, sex (including sexual orientation and gender identity), or creed, and of how to file a complaint of discrimination under Title VI against the applicant.</p>	<p>For airport sponsors, areas where the posters should be displayed include, as applicable, airport terminals, fixed base operator facilities, and at businesses that are open to the public and operating on airport property, such as hotels. For larger facilities, posters should be placed so that people can reasonably be expected to see them, no matter where they are in the facility. The poster is available at Airport Civil Rights Program – National Airport Policy and Compliance [https://www.faa.gov/about/office_org/headquarters_offices/acr/com_civ_support/national_airport_policy_compliance/].</p> <p>If applicant is not an airport, the method used to inform the public must be ongoing and documented.</p>	<p>Yes</p> <p>No</p>	

Criterion	Notes	Response	Comments
<p>3.5 The sponsor's practices for obtaining proactive and meaningful public participation to ensure that (1) beneficiaries, as well as contractors and sub-recipients (if applicable), are adequately informed about how programs, projects, and other activities will potentially affect them, and</p> <p>(2) diverse views are heard and considered throughout all stages of consultation, planning, and decision-making processes.</p>	<p>To demonstrate compliance with Title VI, the sponsor must specifically be able to show how it affords all members of the community equal opportunity to provide input, regardless of race, color, national origin (including LEP), sex (including sexual orientation and gender identity), creed, or age, in accordance with Title VI, 49 U.S.C. § 47123, Executive Orders 12898 and 13166, DOT Order 5610.2C, and the DOT LEP guidance at 70 FR 74087.</p> <p>Please skip this question if the sponsor has an FAA-approved community participation plan.</p>	<p>Yes</p> <p>No</p>	Under Development
<p>3.6 Detailed information for all of the sponsor's Title VI lawsuits, investigations, and complaints filed or pending within the last 2 years been uploaded to the FAA Civil Rights Connect System or sent to ACR-4-TitleVI@faa.gov, with receipt acknowledged.</p>	<p>Sponsors must provide the FAA with both the initial notifications for the individual lawsuits, investigation, and complaints, and status updates. The updates are required until at least the time of grant closeout. The updates must include at least the outcome of the lawsuits, investigation, and complaint, and confirmation for resolution of identified deficiencies.</p> <p>See Appendix C to 49 CFR 21, Sub-part (b)(3) [available through www.ecfr.gov].</p> <p>"Title VI lawsuits, investigations, and complaints" include those alleging discrimination based on race, color, national origin (including LEP), sex (including sexual orientation and gender identity), creed or age.</p>	<p>Yes</p> <p>No</p>	

Criterion	Notes	Response	Comments
<p>3.7 Detailed information for all Title VI oversight activities (including audits, compliance reviews, and assessments for the sponsor) performed or pending within the last 2 years, has been sent to ACR-4-TitleVI@faa.gov, with receipt acknowledged. This requirement does not apply to oversight activities conducted by FAA.</p>	<p>Sponsors must provide the FAA with both the initial notifications for the individual audits, compliance reviews, and assessment, and status updates. The updates are required until at least the time of grant closeout. The updates must include at least the outcome of the audits, compliance reviews, and assessment, and confirmation for resolution of identified deficiencies.</p> <p>See Appendix C to 49 CFR 21, Sub-part (b)(3) [available through www.ecfr.gov].</p>	<p>Yes</p> <p>No</p>	
<p>3.8 Detailed information for any pending grant applications with Federal agencies other than FAA identified in the grant application.</p>	<p>The information should be included in narrative fields of the pending application.</p>	<p>Yes</p> <p>No</p>	



Grand Junction Regional Airport Authority
Agenda Item Summary

TOPIC:	Award On-Call Airport Planning Services Contract - InterVISTAS		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Approve the On-Call Airport Planning Services contract with InterVISTAS Consulting USA, LLC and authorize the Executive Director to sign.		
SUMMARY:	<p>By selecting a firm for On- Call Airport Planning Services, we are pre-identifying a qualified firm that we can call on as projects arise without having to run an individual procurement for each task (although we are not precluded from it). The selection process does not include any pricing, as required by federal law and FAA policy to keep the contract eligible for use on Federally funded projects. Once a project is identified, we will negotiate a task order with pricing for the specific work to be performed and obtain the necessary approvals based on the size of the task order.</p> <p>Our previous planning contracts with AECOM (Airfield) and InterVISTAS (Terminal and Landside) expire in 2025. A Request for Qualifications (RFQ) was issued on February 20, 2025 to make a selection for the next five years. Given the limited amount of anticipated airfield projects outside of the Runway Replacement Program, we determined to only select one firm for planning and included the following possible future projects:</p> <ul style="list-style-type: none">• Airport Master Plan Study, and Airport Layout Plan update• Planning and Environmental services for a possible future I-70 Interchange at 29 Road, Runway 4/22 feasibility study• Line of sight analysis for Air Traffic Control Tower• Electric Infrastructure installation evaluation• Future Deice pad development• Terminal Capacity and Expansion plan• Develop plans to improve baggage handling• Update and help maintain planning documents with stakeholders• Rental Car Service Facility Expansion• Conceptual Designs for ARFF Expansion <p>A selection committee of three staff members, one consultant, and one individual from DEN was formed and evaluated responsive RFQs. Based on evaluations, Staff recommends awarding a new contract to InterVISTAS Consulting USA, LLC Inc for On-Call Airport Planning Services for GJRAA.</p>		
REVIEWED BY:	Executive Director and Legal Counsel		
FISCAL IMPACT:	N/A – Individual scopes of work will be negotiated on a project basis		
ATTACHMENTS:	On-Call Airport Planning Services Contract		
STAFF CONTACT:	Cameron Reece Email: creece@gjairport.com Phone: (970) 248-8594		

**GRAND JUNCTION REGIONAL AIRPORT AUTHORITY
AGREEMENT FOR ON-CALL AIRPORT PLANNING
SERVICES**

This AGREEMENT FOR ON-CALL AIRPORT PLANNING SERVICES (the “Agreement”) is entered into between the GRAND JUNCTION REGIONAL AIRPORT AUTHORITY (the “Authority”), a political subdivision of the State of Colorado, having an address of 2828 Walker Field Drive, Suite 301, Grand Junction, Colorado 81506, and INTERVISTAS CONSULTING USA LLC (“Consultant”) (individually a “Party”, collectively the “Parties”) as of April 15, 2025 (the “Effective Date”).

1. Scope of Services

1.1. The Authority hereby retains the Consultant to provide Airport Planning services on an as-needed basis related to projects at the Grand Junction Regional Airport (the “Airport”). Consultant is retained to provide the following services, as well as those consulting services described in the On-Call Airport Planning Services Request for Qualifications attached hereto as **Exhibit A**, and Consultant’s Statement of Qualifications, attached hereto as **Exhibit B**, and incorporated herein by this reference (collectively the “Services”):

- Analyze proposed site and evaluate existing facilities;
- Airport Master Plan Study, and Airport Layout Plan update
- Planning and Environmental services for a possible future I-70 Interchange at 29 Road, Runway 4/22 feasibility study
- Land Acquisitions/transfers
- Line of sight analysis for Air Traffic Control Tower
- Revise Airport Aeronautical Development Standards
- Aeronautical Development, hangar and taxiway planning
- Electric Infrastructure installation evaluation
- Future Deice pad development
- Terminal Capacity and Expansion plan
- Compatible Land Use Planning
- Create commercial development plan
- Commercial and Industrial Development Standards
- Develop plans to improve baggage handling
- Update and help maintain planning documents with stakeholders
- Provide environmental assessments for Terminal and Landside project activities
- Traffic forecasting for parking lot expansion
- Rental Car Service Facility Expansion
- Conceptual Designs for ARFF Expansion

1.2. Consultant warrants and represents that it has the requisite authority, capacity,

experience, and expertise to perform the Services in compliance with the provisions of this Agreement and agrees to perform the Services on the terms and conditions set forth herein and to furnish deliverables free of negligent errors or omissions.

1.3. Services will be provided in accordance with mutually agreed upon task orders and amendments to this Agreement as provided in Section 2 of this Agreement. Consultant agrees to timely and professionally complete, furnish and pay all costs related to the Services, including any related taxes, and to furnish all labor, supplies and materials and everything else reasonably necessary to complete the same, unless specifically provided to the contrary elsewhere in this Agreement or an amendment hereto.

1.4. Nothing herein shall prohibit the Authority from (a) contracting with other consultants, including general contracting or planning firms, for services on projects not included or listed above; (b) releasing another solicitation for the Services or similar services; (c) contracting with other consultants with respect to the Services upon the expiration or termination of this Agreement; or (d) determining that some or all of the above- described Services will not be undertaken. This Agreement shall not be construed to guarantee any work for Consultant, and Authority reserves the right to award any Airport consulting services to another firm without terminating this Agreement.

2. Compensation and Amendments

2.1. Services to be performed under this Agreement shall be authorized and performed via execution of mutually agreed upon amendments to this Agreement. These amendments may be labelled as “task orders” and shall be consecutively numbered to aid in reporting and accounting.

2.2. Compensation for Services shall be on a Fixed Lump-Sum basis, a Cost-Plus-a-Fixed-Fee basis (Not to Exceed (NTE)), or a reimbursable basis as mutually agreed upon by the Parties. The amendments issued under the Agreement shall specifically identify the Services, the type of compensation, the circumstances under which compensation may exceed an agreed-upon amount, the schedule and deadlines for deliverables, the applicable rates, and the reimbursable expenses, but shall otherwise be subject to all terms and conditions of this Agreement.

2.3. The Authority assumes no liability to compensate the Consultant for work performed by the Consultant or its subcontractors that is not explicitly authorized by the Authority via an amendment.

2.4. For performance of the Services described in each Fixed Lump-Sum amendment, Authority shall pay the Fixed Lump-Sum set forth in such amendment in monthly increments over the period of performance of the Services, based on percentage completed unless other specific payment schedules are mutually agreed to and set forth in the amendment.

2.5. For performance of the Services described in each Cost-Plus-a-Fixed-Fee NTE

amendment, Authority shall pay Consultant the rates for the applicable individual performing the services times the number of hours employed on a specific task. The rates are identified on **Exhibit C**, Established Hourly Rate Schedule, and hereby incorporated by reference. The rates set forth in **Exhibit C** are subject to annual revision by the Consultant, as approved by the Authority.

2.6. Expenses for Fixed Lump-Sum or Cost-Plus-a-Fixed-Fee NTE projects shall be reimbursed by Authority as identified in the amendment.

2.7. Consultant shall submit timely invoices to the Authority for Services authorized by an amendment hereto. The Authority shall pay Consultant for approved invoices once funds are available from the funding agency or, if federal financial assistance is not authorized, no later than sixty (60) days after receipt of the invoice. If the Authority disputes any portion of an invoice, it shall not be relieved of the responsibilities of paying the undisputed portion thereof.

3. Consultant Obligations

3.1. Consultant shall identify a Project Manager and any other key personnel in the first amendment hereto and shall substitute such Project Manager and key personnel only with the Authority's express approval in a subsequent amendment or by other writing signed by the Airport Executive Director.

3.2. The Consultant shall comply with the Airport rules and regulations and any and all other applicable requirements when performing Services at the Airport.

3.3. Consultant shall be responsible for employing adequate safety measures and taking all actions reasonably necessary to protect the life, health and safety of the Consultant and its employees, contractors, and subcontractors as well as the public, while working on the Airport. Nothing the Authority may do, or fail to do, with respect to safety shall relieve Consultant of this responsibility. Consultant is responsible for providing all required personal protective equipment for its employees. Consultant is responsible for ensuring Consultant and its employees, contractors, and subcontractors are properly trained in the areas of safety that pertain to the Projects and Services.

3.4. In performing the Services, personnel of Consultant may have access to certain information called Sensitive Security Information ("SSI"), which is protected by federal statutes and regulations. Personnel of Consultant may also create and maintain records that contain SSI. Consultant and personnel assigned to work under this Agreement are subject to the duties and requirements imposed by 49 C.F.R. Part 1520, entitled "Protection of Sensitive Security Information." As such, personnel of Consultant may not publicly disclose SSI in any context, including during litigation or pursuant to a state open records act request, without the advance approval of the Transportation Security Administration ("TSA"), as provided in 49 C.F.R. Part 1520. Consultant shall take all appropriate measures to protect such information that may come into its possession as a result of this Agreement.

3.5. In addition to the clauses set forth herein, the Federal Contract Provisions of the annexed **Exhibit D** are incorporated by reference as if full set forth in the body of this Agreement. The terms "Contractor", "Offeror", "Applicant" and "Successful Bidder" as used in **Exhibit D** shall refer to the Consultant. In the event of conflict between the terms and conditions of **Exhibit D** and the body of this Agreement, the term and conditions of **Exhibit D** shall control. In the event the FAA changes any of the Federal Contract Provisions, the Parties shall incorporate the change in an amendment hereto.

4. Authority Obligations

4.1. The Authority shall make available to the Consultant all technical data that is in the Authority's possession including maps, surveys, property descriptions, borings, and other information required by the Consultant and relating to the Projects and Services authorized by amendments hereto. The Authority will use best efforts to ensure that such technical data is accurate and free of errors or omissions; however, the Consultant may have to field test, update, validate or use other means to confirm any such technical data if it intends to rely on it for purposes of providing the Services hereunder.

4.2. The Authority agrees to cooperate with the Consultant in the timely review and approval of all plans and specifications, or, should the Authority disapprove of any part of said plans and specifications, shall make a timely decision in order that no undue expense will be incurred by the Consultant because of delay. If the Consultant is caused to incur other expenses such as extra drafting, due to changes ordered by the Authority after completion and approval of the plans and specifications, the Consultant shall be paid for such extra expenses and services involved provided that the Consultant has provided reasonable notice to the Authority of the potential for increased costs.

4.3. The Authority shall pay publishing costs for advertisements of notices, public hearings, requests for bids, and other similar items, and further shall pay for all permits and licenses that may be required by local, state, or federal authorities, provided however that Consultant shall be responsible for timely identification of the need for the same in connection with any Project.

4.4. The Authority shall arrange for access to and make all provisions for Consultant to enter upon Airport property as required for Consultant to perform the Services. The Authority may issue security badges and/or keys to Consultant and subcontractor personnel requiring unescorted access to the Airport Secured Area, upon the completion of required background checks; provided that Consultant shall assume full responsibility for any such security badges and keys.

4.5. The Authority shall give prompt written notice to Consultant whenever Authority observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's Services, or any defect in the work of Consultant(s), provided that nothing herein shall impose upon the Authority a duty to observe, supervise or inquire into any such services or

work.

5. Insurance

5.1. The Consultant shall procure and maintain at its expense during the effective period of this Agreement the following insurance from insurance companies authorized to do business in Colorado, covering all operations and Services under this Agreement performed by Consultant.

5.1.1. Worker's Compensation Insurance in amounts not less the \$1,000,000 per occurrence and in accordance with the provisions of the Colorado Workers' Compensation Act.

5.1.2. Commercial General Liability in amounts not less than \$2,000,000 combined single limit per occurrence and \$4,000,000 aggregate of bodily injury, personal injury, and property damage with endorsements to include broad form contractual, and broad form property damage.

5.1.3. Automobile Liability, Bodily Injury and Property Damage with a limit of \$1,000,000 per occurrence, combined single limit including owned, hired and non-owned autos.

5.1.4. Professional Liability Insurance in amounts not less than \$1,000,000 per claim and \$2,000,000 annual aggregate.

5.2. Consultant shall furnish to the Authority a certificate, or certificates, of insurance showing compliance with this section. The certificate(s) shall provide that the insurance shall not be cancelled unless ten (10) days written notice shall have be given to the Authority.

5.3. Consultant agrees to include the insurance requirements set forth in this Agreement in all subcontracts. The Authority shall hold Consultant responsible in the event any subcontractor fails to have insurance meeting the requirements set forth in this Agreement. The Authority reserves the right to approve variations in the insurance requirements applicable to subcontractors upon joint written request of subcontractor and Consultant if, in the Authority's opinion, such variations do not substantially affect the Authority's interests.

6. Standard of Care

6.1. Consultant warrants and agrees that the Services performed by it hereunder, will be in accordance with that degree of care and skill ordinarily exercised by members of the consulting profession, in performing services of a similar nature for similar projects, existing as of the date that such services are performed.

6.2. Except as expressly provided in this Agreement, Consultant does not make, give or extend any warranties, representations or guarantees of any kind or nature, express or implied concerning the transaction which is the subject of this Agreement or any amendments hereto.

7. Construction Cost Opinion

An opinion of probable construction costs prepared by the Consultant represents Consultant's judgment as a design professional and is supplied for Authority's guidance. Since the Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, the Consultant does not guarantee the accuracy of its opinion as compared to contractor bids or actual cost to the Authority.

8. Force Majeure

Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, war, riot, strike, fire, storm, flood, windstorm, discovery or uncovering of hazardous or toxic materials or causes beyond the reasonable control of such party, provided that prompt written notice of such delay or suspension, and the reasons therefore, are given by the delayed party to the other party. Upon receipt of said notice, if necessary, the time for performing shall be extended for a period of time reasonably necessary to overcome the effect of such delays, but the delayed party shall continue to perform to the extent its performance is not so delayed. In an event of force majeure, the delayed party shall be reimbursed for the cost of such delays, but shall make all reasonable attempts to mitigate and reduce such costs.

9. Term, Breach, and Termination

9.1. Term. This Agreement shall become effective upon the Effective Date and will remain in effect for a period of five (5) years, until April 14, 2030, or sooner terminated in accordance with this section.

9.2. Breach of Agreement by Consultant

9.2.1. Any violation or breach of terms of this Agreement on the part of the Consultant or its subcontractors may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of the Parties.

9.2.2. Authority will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the Agreement. Authority reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach or the Authority elects to terminate the Agreement. The Authority's notice will identify a specific date by which the Consultant must correct the breach. Authority may proceed with termination of the Agreement if the Consultant fails to correct the breach by the deadline indicated in the Authority's notice.

9.2.3. In no event will inaction on the Authority's part constitute a waiver of its right to notify the Consultant of any violation or breach of this Agreement, pursue any

available remedies, or terminate this Agreement.

9.3. Termination

9.3.1. The Authority may, by written notice to the Consultant, terminate this Agreement for its convenience or for an uncured breach by the Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Authority, the Consultant must immediately discontinue all Services affected.

9.3.2. Upon termination of this Agreement, the Consultant must deliver to the Authority all reproducible data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this Agreement, whether complete or partially complete.

9.3.3. Authority agrees to pay the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice and deemed acceptable and usable by the Authority. Compensation will not include anticipated profit on non-performed Services.

9.3.4. Authority further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

9.4. Termination by Consultant for Cause

9.4.1. The Consultant may terminate this Agreement in whole or in part, if the Authority: (a) defaults on its obligations under this Agreement; (b) fails to make payment to the Consultant in accordance with the terms of this Agreement; or (c) suspends a project for more than 180 days beyond a deadline agreed to by the Authority and Consultant due to reasons beyond the control of the Consultant.

9.4.2. The Consultant must provide the Authority seven (7) days advance written notice of its intent to terminate this Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

9.4.3. Upon receipt of a notice of termination from the Consultant, the Authority agrees to cooperate with Consultant for the purpose of terminating this Agreement or portion thereof, by mutual consent. If Authority and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Authority's breach of this Agreement.

9.4.4. In the event of termination due to Authority breach, the Consultant is entitled to invoice the Authority and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. The Authority agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

10. Liability

Consultant hereby covenants and agrees to indemnify, save, and hold harmless the Authority, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorneys' fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from or out of any negligent act or omission or other tortious conduct of Consultant, its officers, employees, or agents in the performance or nonperformance of its obligations under this Agreement.

11. Governmental Immunity Act

No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq.

12. Severability

The provisions of the Agreement are severable and, if any provision shall be determined to be illegal or unenforceable, such determination shall in no manner affect any other provision hereof, and the remainder of this Agreement shall remain in full force and effect, provided however, that the intention and essence of this Agreement may still be accomplished and satisfied. In the event that any provision of the Agreement is held to be unenforceable or invalid by any court or competent jurisdiction, Consultant and Authority shall negotiate an equitable adjustment in the provisions of this Agreement to preserve the purpose of the Agreement and maintain the allocation or risk, liabilities and obligations originally agreed upon.

13. Governing Law

This Agreement shall be deemed to have been made in, and shall be construed in accordance with the laws of the State of Colorado. Any lawsuit related to or arising out of disputes under this Agreement shall be commenced and tried in Mesa County, Colorado. Prior to, and as a condition of seeking judicial relief, the Consultant shall submit a written petition to the Airport Executive Director identifying the specific dispute and the Consultant's position, and the Airport Executive Director shall thereafter make a timely finding and proposed resolution of the dispute.

14. Entire Agreement

This Agreement, and any amendments subsequently entered into pursuant to Section 2 above, constitutes the entire Agreement between the parties and the terms and conditions hereof were negotiated between the parties on an arms-length basis and no obligation or covenant of good faith or fair dealing shall be implied or interpreted as conferring upon either party any right, duty, obligation or benefit other than expressly set forth herein. No modifications or amendments to this

Agreement shall be valid unless agreed to by the parties in writing and signed by their authorized representatives. Consultant shall not assign, or this Agreement, its obligations, or interest therein, without the written consent of the Authority. Any transfer in violation of this Article shall be void. The Authority may assign this Agreement to any successor public or private entity with delegated authority over the governance, management and operation of the Airport.

15. Delivery of Documents and Data and Use by the Parties

15.1. Limit Use to Hard Copies. As a component of the Services provided under this Agreement, Consultant shall deliver electronic copies of all documents and data (the “Electronic Files”) in addition to printed copies (the “Hard Copies”) for the convenience of the Authority. Authority and its consultants, contractors and subcontractors may only rely on the Hard Copies furnished by Consultant to Authority. If there is any discrepancy between any Electronic File and the corresponding Hard Copy, the Hard Copy controls.

15.2. Acceptance Procedure. Authority acknowledges that Electronic Files can be altered or modified without Consultant’s authorization, can become corrupted and that errors can occur in the transmission of such Electronic Files. Authority agrees that it will institute procedures to preserve the integrity of the Electronic Files received from the Consultant until acceptance. Authority further agrees that it will review the Electronic Files immediately upon the receipt and conduct acceptance test within thirty (30) days, after which period Authority shall be deemed to have accepted the Electronic Files as received. Consultant will undertake commercially reasonable efforts to correct any errors in the Electronic Files within the 30-day acceptance by Authority.

15.3. Ownership of Data and Documents. The original drawings, plans, specifications, inspection reports and other deliverables, whether in written or electronic format, shall become the property of the Authority as soon as payment for the same has been completed, including payment made pursuant to this Agreement. The Authority may use such documents and data in any manner without limitation or liability to the Consultant.

15.4. Reuse by Consultant. The Consultant may retain copies of documents and data and may use the same on behalf of the Authority in connection with the Projects, this Agreement or any future agreement between the Parties in connection with the Airport. In no event shall the Consultant use documents or data generated hereunder for any use unrelated to this Agreement, the Authority or the Airport, including without limitation for purposes of marketing Consultant’s services to other prospective clients, without the Authority’s express written permission.

16. Covenant Against Contingent Fees

Consultant affirms that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or

resulting from the award or making of the Agreement.

17. Notices

Any notice given pursuant to this Agreement other than which is specifically permitted to be given in some other fashion shall be in writing and shall be delivered by hand, by overnight courier providing evidence of delivery, or by registered or certified mail, postage prepaid, return receipt requested and addressed as follows:

If to Authority: Grand Junction Regional Airport Authority
2828 Walker Field Dr, Suite 301
Grand Junction, Colorado 81506

If to Consultant: InterVISTAS Consulting USA LLC
1701 Rhode Island Ave NW, Flr 3-117
Washington, District of Columbia 20036

Notice shall be deemed given when delivered, if hand-delivered by courier or nationally recognized overnight express service such as Federal Express, or two days after the date indicated on the postmark if sent by U.S. Mail, certified mail, return receipt requested. Either party may change its address to which notices shall be delivered or mailed by giving notice of such change as provided above.

18. Binding Effect

This Agreement shall inure to the benefit of and shall be binding upon Authority, Consultant and their respective successors and assigns, if such assignment shall have been made in conformity with the provisions of this Agreement.

19. No Partnership

This Agreement shall not be deemed or construed to create any relationship of joint venture or partnership between the parties.

20. Independent Contractor

The parties agree that the Consultant shall be an independent contractor and shall not be an employee, agent, or servant of the Authority. Consultant is not entitled to workers' compensation benefits from the Authority and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement.

21. Descriptive Headings

The descriptive headings of the sections of this Agreement are inserted for convenience of reference only, do not constitute a part of this Agreement, and shall not affect the meaning,

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construction, interpretation or effect of this Agreement.

22. Limitation of Benefit

This Agreement does not create in or bestow upon any person or entity not a party to this Agreement any right, privilege or benefit unless expressly provided herein. This Agreement does not in any way represent, nor should it be deemed to imply, any standard of conduct to which the parties expect to conform their operations in relation to any person or entity not a party.

23. Authority

Each person signing this Agreement, and any addendums or attachments hereto, represents and warrants that said person is fully authorized to enter and execute this Agreement and to bind the Party it represents to the terms and conditions hereof.

24. Subordination

This Agreement shall be subordinate to the provisions of any existing or future agreements between the Authority and the United States, relative to the development or improvement of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. This Agreement further shall be subordinate to the terms and conditions of the Authority Bond Resolution and, in the event of a conflict between this Agreement and the Bond Resolution, the Bond Resolution shall control.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this ____ day of _____, 2025.

AUTHORITY:

By: _____
Angela Padalecki, Executive Director

CONSULTANT:

By: _____
Gavin Duncan, Senior Vice President

Grand Junction Regional Airport Authority
Agenda Item Summary

TOPIC:	Executive Director Employment Agreement Amendment		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Approve the proposed sixth amendment to the Employment Agreement between the Grand Junction Airport Authority and Angela Padalecki.		
SUMMARY:	<p>The Board conducted the Executive Director’s annual review and directed that an amendment to the Executive Director’s Employment Agreement be prepared for consideration at the April regular meeting of the Board.</p> <p>As presented, the amendment changes the title from Executive Director to Chief Executive Officer and recommends an increase in the base annual salary of 15% to a new annual base salary of \$224,252.60 with an effective date of April 1, 2025 and provides for a one-time bonus for outstanding performance during 2024 of \$15,000.00.</p> <p>All other terms and conditions of the agreement shall remain unchanged.</p>		
REVIEWED BY:	Board of Directors, Legal Counsel, and Finance Director		
FISCAL IMPACT:	\$29,250 increase to base annual salaries and wages		
ATTACHMENTS:	Sixth Amendment to the Executive Director’s Employment Agreement		
STAFF CONTACT:	Dan Reimer Legal Counsel dan@airportcounselor.com Phone: 303-596-2170		

EMPLOYMENT AGREEMENT SIXTH AMENDMENT

This Sixth Amendment to the Employment Agreement by and between the Grand Junction Regional Airport Authority and Angela Padalecki is made and entered as of the date last signed below.

WHEREAS, the Grand Junction Regional Airport Authority (“Authority”) and Angela Padalecki (“Employee”) (together referred to as the “Parties”) entered into the Employment Agreement with an effective date of January 8, 2018, providing for Employee to serve as Executive Director of the Grand Junction Regional Airport (“Airport”) owned and operated by the Authority.

WHEREAS, the Parties amended the Employment Agreement on April 16, 2019, with an effective date of January 8, 2019 (“First Amendment”); further amended the Employment Agreement on March 24, 2020, with an effective date of January 8, 2020 (“Second Amendment”); further amended the Employment Agreement on March 15, 2022, with an effective date of January 1, 2022 (“Third Amendment”); further amended the Employment Agreement on March 21, 2023, with an effective date of April 1, 2023 (“Fourth Amendment”); and further amended the Employment Agreement on April 16, 2024, with an effective date of April 1, 2024 (“Fifth Amendment”).

WHEREAS, the First Amendment increased the Employee’s annual salary by 2.7% to \$164,320 and provided a 1.3% one-time bonus of \$2,080; the Second Amendment increased the Employee’s annual salary by 3.5% to \$170,070 and provided a 0.5% one-time bonus of \$800; the Third Amendment increased the Employee’s annual salary by 4% to \$176,872.80 and provided a 3% one-time bonus of \$5,102.10; the Fourth Amendment increased the Employee’s annual salary by 5% to \$185,716.44 and provided a 3% one-time bonus of \$5,306.19; and the Fifth Amendment increased the Employee’s annual salary by 5% to \$195,002.26, provided a 7% one-time bonus of \$13,000.15, and established a longevity bonus through 2033 totaling \$125,000.00.

WHEREAS, the Parties mutually desire to amend the Employment Agreement to increase Employee’s annual salary, provide a bonus, and change Employee’s title from Executive Director to Chief Executive Officer.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. In **Section 1, Employment**, the paragraph is deleted and replaced as follows:

The Authority hereby agrees to employ Employee as its Chief Executive Officer under the terms and conditions hereafter set forth, and Employee hereby accepts such employment and agrees to be bound by the terms and conditions of this Agreement.

2. In **Section 4, Compensation**, the first paragraph is deleted and replaced as follows:

The Authority provided Employee a 15% pay increase for a new annual salary of \$224,252.60 effective April 1, 2025, for her services rendered under this Agreement payable on the same payroll schedule as other Authority employees. For the outstanding performance during the time period of January 1, 2024, to December 31, 2024, Employee shall be paid a one-time bonus of \$15,000.00 (7.7% of the respective annual salary for 2024) on May 1st, 2025, which amount shall be subject to standard withholdings.

3. All other terms and conditions of the Employment Agreement shall remain unchanged.

IN WITNESS WHEREOF, the Authority has caused this Sixth Amendment to be signed and executed on its behalf by its Chair, and Angela Padalecki has signed and executed this Sixth Amendment.

By: _____
Linde Marshall, Chair
Grand Junction Regional Airport Authority

Date

By: _____
Angela Padalecki
Employee

Date

Grand Junction Regional Airport Authority
Agenda Item Summary

TOPIC:	Approve Aeronautical Use Ground Lease with Integrity Health		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Authorize the Executive Director to finalize and execute the Aeronautical Use Ground Lease between Integrity Health and the Airport Authority in substantially the form presented.		
SUMMARY:	<p>The proposed Aeronautical Use Ground Lease with Integrity Health will replace the lease transferred to Integrity Health from former owner, Plane Storage, LLC, and incorporate the adjacent parcel referred to as the "Feather Parcel" in one lease. Integrity Health is the Intermountain Health Careflight operator and currently subleases hangar space on airport for their operations.</p> <p>Integrity Health has plans to improve the new parcel with a hangar that is at least 110X99 square feet that can accommodate two King Air aircraft and a PC12. At this time, no specific plans or cost estimates have been developed and development plans will be submitted to the airport for approval in accordance with the lease. The airport believes the combination of parcels and new development is the highest and best use of the space and will ensure essential air medial transport services at the airport going forward.</p> <p>Although the new standard lease term is 30 years, the proposed new lease has a total term of 42 years which is consistent with the remaining term on the Plane Storage, LLC lease that was transferred to Integrity. Staff recommends the terms in this proposed lease that reflect the planned investment in the combined parcel and a negotiated blend of the terms in the current standard form lease and the existing Plane Storage, LLC lease.</p>		
REVIEWED BY:	Executive Director and Legal Counsel		
FISCAL IMPACT:	The new lease will have an initial annual rent of approximately \$9,900, an increase of \$4,700 from the existing Plane Storage, LLC lease		
ATTACHMENTS:	Draft Ground Lease		
STAFF CONTACT:	Sarah Menge smenge@gjairport.com Office: 970-248-8584		

AERONAUTICAL USE GROUND LEASE

Grand Junction Regional Airport

Grand Junction, Colorado

Between

GRAND JUNCTION REGIONAL AIRPORT AUTHORITY

2828 Walker Field Drive

Grand Junction, CO 81506

("GJRAA")

And

INTEGRITY HEALTH

2635 North 7th Street

Grand Junction, CO 81501

("Lessee")

Dated: _____

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AERONAUTICAL USE GROUND LEASE

This Aeronautical Use Ground Lease (the "Lease") is made and entered into on the date set forth in Paragraph 1.1, below, by and between the **GRAND JUNCTION REGIONAL AIRPORT AUTHORITY** ("GJRAA"), a body corporate and politic and constituting a subdivision of the State of Colorado, and the Lessee as that term is defined in Paragraph 1.2, below.

Recitals

A. WHEREAS, the GJRAA is owner and operator of the Grand Junction Regional Airport and is authorized to enter into this Lease pursuant to C.R.S. § 41-3-101, *et seq.*;

B. WHEREAS, Lessee desires to lease a portion of the Grand Junction Regional Airport for aeronautical uses, which may include the construction and occupation of an aircraft hangar or other structure; and

C. WHEREAS, the GJRAA desires to lease ground at the Grand Junction Regional Airport to Lessee and Lessee desires to lease ground and use the Grand Junction Regional Airport under the terms and conditions of this Lease, as well as any other applicable law and regulation.

NOW, THEREFORE, for and in consideration of the fees, covenants, and agreements contained herein, and for other good and valuable consideration, it is agreed and understood between the GJRAA and Lessee that:

ARTICLE 1: BASIC LEASE INFORMATION

In addition to the terms defined elsewhere in this Lease, the following defined terms are used in this Lease as well. To the extent there is any conflict between the basic information contained in Article 1, below, and more detailed information contained elsewhere in this Lease, the more detailed information shall prevail.

1.1 Date of Mutual Execution. April 15, 2025

1.2 Lessee. Integrity Health, a Colorado non-profit corporation

1.3 Lessee's Trade Name. Integrity Health

1.4 Lessee's Address and Telephone Number.

c/o Intermountain Healthcare, Attn: Legal Department, 36 South State Street, 22nd Floor,
Salt Lake City, Utah 84111

1.5 GJRAA'S Address and Telephone Number.

2828 Walker Field Drive, Grand Junction, Colorado 81506; (970) 244-9100.

1.6 Airport:

The Grand Junction Regional Airport, which is located in Grand Junction, Mesa County, Colorado.

1.7 Commencement Date. May 1, 2025

1.8 Expiration Date. December 1, 2037

1.9 Initial Minimum Insurance Coverage Amount.

Minimum insurance requirements are addressed in Appendix I, Article 4.

1.10 Rent.

Rent shall include both the Monthly Ground Rent, as altered from time to time, pursuant to Paragraph 4.1 of this Lease, and other fees described in Paragraph 4.3 of this Lease.

1.11 Monthly Ground Rent.

Beginning on and after the Commencement Date, the Monthly Ground Rent shall initially be \$ 9,931.58 per year, paid monthly at \$827.63, based on the area of the Premises, other than the Object Free Area ("OFA"). Lessee will not be obligated to pay rent for the OFA, but Lessee will be responsible for all maintenance and other improvements required for the OFA. For the remaining (non-OFA) area of 38,390.32 square feet of the Premises, $(48,130 - 9,739.68 = 38,390.32)$ the above rent will be calculated as follows: $\$0.2587 \text{ per square foot} \times 38,390.32 \text{ square feet} = \$9,931.58 \text{ divided by } 12 \text{ months} = \$827.63.$

1.12 Permitted Uses.

The permitted uses shall include the construction and/or occupation of a hangar and/or other structure subject to the provisions of this Lease, which together with the Premises themselves, shall be used primarily for aeronautical purposes, including, but not limited to, the parking, storing and maintaining aircraft owned or leased by Lessee or other third parties, other activities associated with aircraft ownership, and aeronautical-related businesses. The permitted uses shall exclude the sale and provision of fuel to aircraft. Lessee shall use and occupy the Leased Premises for no other purposes whatsoever unless approved in writing by GJRAA, including but not limited to the conduct of nonaeronautical business and the storage of personal automobiles, boats, recreational vehicles, hazardous substances, or any other predominately non-aeronautical use.

1.13 Premises.

The property shown on the attached **Exhibits A and B** and any Improvements existing thereon when Lessee first takes possession, which is also known as 2863 Aviators Way.

1.14 Premises Square Footage.

The Premises consist of a total of 48,130 square feet, which includes 9,739.68 square feet of OFA and 38,390.32 square feet of other area.

1.15 Date to Complete Improvements.

Subject to mutual agreement of GJRAA and Lessee pursuant to the provisions of Section 9.5.

1.16 Additional Provisions.

(INSERT IF APPLICABLE)

1.17 Improvements.

Improvements shall include the aircraft hangar or other structure that has been constructed and erected, or which is to be constructed or erected on the Premises, as well as all hangar flooring, lighting, paving, fencing, grating and surfacing, underground and overhead wires, doors, cables, pipes, tanks and drains, and all property of every kind and nature, which is attached to the Premises or which may not be removed without material injury to the Premises.

1.18 Minimum Standards.

"Minimum Standards" shall mean the most current and up-to-date version of the Grand Junction Regional Airport General Aviation Minimum Standards, as amended from time to time. A copy of the Minimum Standards as of the effective date hereof is attached hereto as **Exhibit D**.

ARTICLE 2: LEASE OF PREMISES & AIRPORT; QUIET ENJOYMENT

2.1 Use of Premises.

In consideration of the payment of the Rent and the keeping and performance of the covenants and agreements by Lessee as stated herein, the GJRAA does hereby lease to Lessee the Premises, including any and all rights, privileges, easements, and appurtenances now or hereafter belonging to the Premises, subject, however, to all liens, easements, restrictions, and other encumbrances of record, Section 1.12 of this Agreement, and GJRAA's Grant Assurances to the Federal Aviation Administration ("FAA"). Lessee leases the Premises in an "as is" and "with all faults" condition, without any express or implied warranties or representations from the GJRAA that the Premises, or any portions thereof, are suitable for a particular purpose, or can accommodate any particular weight or size of aircraft.

2.2 Use of Airport.

Lessee is also granted the non-exclusive right to utilize such Airport runways, taxiways, taxi lanes, and public use aprons ("airfield areas"), and such other rights-of-way and access across the Airport ("Airport rights-of-way") as necessary for ingress and egress to the Premises, and to the extent necessary to enable Lessee to conduct the Permitted Uses from the Premises. Lessee's use of said airfield areas and other Airport rights-of-way shall be on a non-exclusive, non-preferential basis with other authorized users thereof. Lessee shall abide by all directives of the GJRAA, FAA, the Transportation Security Administration ("TSA"), and any other governmental entity having jurisdiction over the Airport governing Lessee's use of said airfield areas and other Airport rights-of-way, either alone or in conjunction with other authorized users thereof.

2.3 Quiet Enjoyment.

Upon the payment of Rent when due, as well as upon the payment of any other fees when due, and upon the performance of any and all other conditions stated herein, Lessee shall peaceably have, possess and enjoy the Premises and other rights granted herein, without hindrance or disturbance from the GJRAA, subject to the GJRAA's rights as discussed herein and/or pursuant to any applicable law or regulation. Notwithstanding the provision set forth in the preceding sentence or any other provision of this Lease, the GJRAA and any Lessee of the GJRAA shall have the right to traverse that portion of the Premises not occupied by a hangar or other structure, if the GJRAA, in its sole discretion, believes that such access is necessary or desirable for the efficient operations of the Airport, the GJRAA, or another Lessee.

2.4 Inspection by GJRAA.

The GJRAA, through its authorized agents, shall have the right, at all reasonable times, and after notice to Lessee when practical, to enter upon the Premises to inspect, to observe the performance by Lessee of its obligations hereunder, and to do any act which the GJRAA may be obligated to do or have the right to do under this Lease, any other agreement to which the GJRAA is a party, or pursuant to any applicable law or regulation. Without diminishing the GJRAA's rights to inspect and perform under this Paragraph, the acts of the GJRAA shall not unduly burden or interfere with Lessee's operations on the Premises.

ARTICLE 3: LEASE TERM AND OPTIONS

3.1 Term.

Subject to earlier termination as hereinafter provided, the primary term of this Lease shall be the period between the Commencement Date set forth in Paragraph 1.7 above and the Expiration Date set forth in Paragraph 1.8 above (the "Primary Term").

3.2 Option to Renew.

Subject to the provisions hereof, upon expiration of the Primary Term of this Lease, and if and only if Lessee is not in material default beyond applicable cure periods under this Lease, Lessee shall have the option to renew this Lease for two (2) additional terms of ten (10) years each following the expiration of the Primary Term and initial renewal term. Lessee's option to renew may be exercised by delivering written notice to the GJRAA between twelve (12) and eighteen (18) months prior to end of the Primary Term and initial renewal term.

3.3 Additional Option Terms.

In addition to the option term provided in Section 3.2 above, Lessee shall have up to two (2) additional options to extend the term of this Lease for five (5) years each (an "Additional Option"). However, this Lease shall expire no later than December 1, 2067. The GJRAA shall offer an Additional Option to Lessee if, and only if:

3.3.1 Lessee requests the same at least 120 days prior to the expiration of the then-current option, and

3.3.2 the GJRAA Board of Commissioners has not previously found, or found within sixty (60) days after such request by the Lessee, or by the close of the GJRAA Board of Commissioner's next regular Board meeting, whichever is later in time, that:

(a) the Improvements on the Premises have not been properly maintained (including painting) and do not meet current Minimum Standards as approved of by the GJRAA, the Improvements on the Premises do not meet any applicable code requirements, or the Improvements on the Premises are not in a condition expected to be serviceable in any respect for the additional five (5) year Additional Option term,

(b) the GJRAA intends to redevelop the area in which the Premises are located and/or use all or a portion of the Premises for purposes other than a lease to a Commercial Lessee or Storage Lessee, as the case may be with respect to the Lessee,

(c) Lessee is not in default under this Lease,

(d) Lessee is not in default in any other financial obligation to the GJRAA, and/or

(e) the granting of any Additional Option would not violate any FAA Grant Assurance or the provisions of any applicable law or regulation.

3.3.3 The factors referred to in Paragraph 3.3.2, above, shall each be referred to as a "Disqualifying Factor" and collectively as "Disqualifying Factors." A determination of the existence of any Disqualifying Factor shall be made in the reasonable discretion of the GJRAA.

3.3.4 Lessees are encouraged to contact the GJRAA in advance of the option exercise windows described in Paragraph 3.3.1 above to discuss the condition of the Improvements on the Premises, actions which may be necessary to bring the Improvements into the required condition of maintenance and/or serviceability, and any other actions necessary to meet the other requirements of Paragraph 3.3.2 above.

3.3.5 The GJRAA may condition the exercise of an Additional Option on amendment of this Lease to incorporate such other standard and non-discriminatory terms as are then being offered by the GJRAA to other Commercial Lessees or Storage Lessees, as the case may be, under aeronautical use ground leases, and ground lease rates for each Additional Option term shall be set at reasonable rates existing at the time the Additional Option is exercised, as set forth in the GJRAA's then current rates established by the GJRAA's Fees and Charges, which rates shall thereafter be subject to the CPI adjustment set forth below.

3.3.6 For purposes of Paragraph 3.3, "Commercial Lessee" shall mean a Lessee which (a) regularly engages in fixed base operations, ground handling and servicing of air carrier and commuter airline operations, aircraft charter operations, flight training, aircraft rental, aerial photography, crop dusting, aerial advertising, aerial surveying, aircraft sales and services, sale of aviation petroleum products, aircraft repair and maintenance, sale of aircraft parts, and/or other commercial aeronautical services to the public, (b) has entered into or will enter into a lease with the Authority, and (c) meets, and in the case of an existing Lessee, has met for a period of not less than six (6) continuous months, the GJRAA's Minimum Standards then in effect for the type of aeronautical business operated by the Lessee. "Storage Lessee" shall mean any Aeronautical Use Lessee other than a Commercial Lessee as defined above.

3.4 Repair and Maintenance Punch-List.

3.4.1 If the GJRAA finds that the Disqualifying Factor found under Paragraph 3.3.2(a), above, exists, but that no other Disqualifying Factor does, then the GJRAA will determine if the Improvements on the Premises can be restored and/or made serviceable through reasonable repair and/or maintenance. If the Improvements on the Premises can be restored and/or made serviceable through reasonable repair and/or maintenance, the GJRAA shall provide Lessee with a listing of items to be repaired and/or maintained by Lessee (hereinafter "Punch List"), at Lessee's sole expense. The repairs and/or maintenance to be completed by Lessee shall be for the purpose of restoring the Improvements on the Premises to their original state, excepting reasonable wear and tear.

3.4.2 The GJRAA shall provide Lessee with the Punch List within thirty (30) days after the GJRAA's determination that the Disqualifying Factor found under Paragraph 3.3.2(a), above, exists. Lessee will then have remainder of its then current option term or Additional Option term to complete the Punch List to the satisfaction of the GJRAA. Provided that Lessee is proceeding with the necessary diligence to complete the Punch List, and upon thirty (30) days written notice to the GJRAA prior to the expiration of Lessee's then current option term or Additional Option term, Lessee may extend the time to complete the Punch List for a period of time not to exceed sixty (60) days. However, Lessee agrees that any extension of the period of time for it to complete the Punch List to the satisfaction of the GJRAA will not create a new tenancy for the Additional Option period and that the GJRAA will maintain its right to terminate the Lease. If the Punch List items are completed to the reasonable satisfaction of the GJRAA, Lessee shall then be eligible to exercise the Additional Option.

3.5 Surrender and Holding Over.

If Lessee holds over or remains in possession or occupancy of the Premises after the expiration of this Lease without any written renewal thereof, such holding over or continued possession or occupancy shall not be deemed as a renewal or extension of this Lease but shall create only a tenancy from month-to-month which may be terminated at any time by the GJRAA upon thirty (30) days written notice. Such holding over shall be at 150% of the Monthly Ground Rent that was payable in the month prior to such expiration, (or in recognition that the Improvements shall then be the property of the Authority) or the hangar rental rate established in

the GJRAA's then-current Fees and Charges, whichever is greater, and shall otherwise be upon the same terms and conditions as set forth in this Lease.

ARTICLE 4: RENT & OTHER FEES

4.1 Monthly Ground Rent.

The Monthly Ground Rent for the Premises is initially the amount set forth in Paragraph 1.11 above. Within thirty (30) days of Lessee's completion of any Improvements on the Premises, Lessee will provide the GJRAA with a survey acceptable to the GJRAA (as determined by the GJRAA in its sole discretion) which shall be attached to this Lease as Exhibit B. Should the actual square footage of the Premises or the Improvements thereon (as determined by the Survey of the Premises to be attached as Exhibit B) differ from the initial estimate of the Premises or Improvements' square footage (as shown by the Description of the Premises, attached as Exhibit A), then the Monthly Ground Rent shall be adjusted to account for such difference according to standard GJRAA procedure.

4.2 CPI Adjustment.

The Monthly Ground Rent for the Premises may be adjusted by the increase or decrease in the Consumer Price Index, using the U.S. City Average for all urban consumers ("CPI-U"), all items index, set forth in the October to October report published by the U.S. Department of Labor, Bureau of Labor Statistics, for the twenty-four (24) month period ending in the calendar year immediately preceding the calendar year in which the annual cost-of-living adjustment is to be made, or the period since the Commencement Date of this Lease, whichever is less. The initial CPI adjustment under this Lease shall be made on April 1st of the first even calendar year after the calendar year in which the Commencement Date falls, and every even year thereafter. If the CPI-U index is no longer published by the U.S. Department of Labor, the parties to this Lease, as well as any successors or assigns, shall use the U.S. Department of Labor index or report most closely approximating the CPI-U.

4.3 Other Fees and Charges.

In addition to the Monthly Ground Rent described above:

4.3.1 Lessee shall pay the GJRAA such fees as set forth in the GJRAA's current Fees and Charges, as they are adopted by resolution of the GJRAA Board of Commissioners (the "Fees and Charges"), and as the same may be amended from time to time, including those Fees and Charges that are adopted or amended after the Commencement Date of this Lease, for the usage of the Airport's disposal station, by Lessee, or by Lessee's successors, assigns, and/or sublessees.

4.4 Manner of Payment.

Payment of Lessee's Monthly Ground Rent shall be made in advance, on or before the first day of each and every month during the term of this Lease. Payment of all other fees, if any, shall be made in accordance with procedures adopted by the GJRAA from time to time. All rental

payments shall be made to the GJRAA at its address listed in Paragraph 1.5, or at such other address as may be specified by the GJRAA.

4.5 Late Charges.

All amounts payable under the Lease may collectively be referred to herein as "Rent." Any payment of Rent, including Monthly Ground Rent, which is not received on the due date will be subject to a late charge equal to five percent (5%) of the unpaid Rent, or \$100.00, whichever is greater. This amount is in consideration of the GJRAA's additional cost of processing late payments. In addition, any Rent which is not paid when due, including Monthly Ground Rent, will accrue interest at a default rate of three percent (3%) per month (but in no event in an amount in excess of the maximum rate allowed by applicable law) from the date on which it was due until the date on which it is paid in full, with accrued interest. Any payments received shall be applied first to accrued interest, and then to the reduction of principal.

4.6 No Set Off.

Except as may be expressly set forth herein, Lessee shall not have the right to set-off against any amounts owed to the GJRAA for any claims it may have against the GJRAA unless and until said amounts are agreed to by the GJRAA or reduced to final judgment.

4.7 New Federal or State Regulation.

In the event the GJRAA is required to make additional direct expenditures in connection with the implementation of any future federal or state regulation imposed upon the GJRAA as a result, in whole or in part, of Lessee's operation, the GJRAA may call a conference for the purpose of discussing and determining methods of compliance and recovery from Lessee and others similarly situated, if any, of costs so incurred, and Lessee agrees to attend, in good faith, and agrees to reimburse the GJRAA for any reasonable costs it incurs for the implementation of these federal or state regulations.

ARTICLE 5: ASSIGNMENT AND SUBLEASING

5.1 Assignment by Lessee.

Lessee shall not assign its interest herein without the written consent of the GJRAA, which consent shall not be unreasonably withheld. Any assignment or transfer in violation of this section shall be void. All subsequent assignors and assignees shall be subject to this Lease as if they were the original Lessee/assignor.

5.2 Subletting.

Lessee shall not sublease all or any portion of the Premises, or all or any portion of the improvements thereon, without first obtaining written consent of the GJRAA for the sublease, which consent shall not be unreasonably withheld. Any such sublease must be in writing and in a form and for a rental amount and other consideration acceptable to the GJRAA, pursuant to the requirements of the Minimum Standards, by which such sublessee is authorized to do business at

the Airport, if applicable. Any sublease shall be in the form required by the GJRAA for all subleases, as the same may be amended from time to time, or in a form specifically approved by the GJRAA, including those forms that are created or amended after the Commencement Date of this Lease. The existence of any sublease or subleases shall not in any way relieve Lessee from its responsibilities as to the entire Premises under this Lease. Any default by a sublessee of its obligations to the GJRAA under any sublease shall constitute a default by Lessee of its obligations under this Agreement. Lessee shall not allow any sublessee to enter onto the Premises until the sublessee has properly executed a sublease and that sublease has been consented to by the GJRAA.

5.3 No Consent or Waiver.

Consent by the GJRAA to one (1) sublease or assignment shall not be construed as consent or waiver of the GJRAA's right to object to any subsequent sublease or assignment. Acceptance by the GJRAA of rent from any sublessee or assignee shall not be construed to be a waiver of the right of the GJRAA to void any sublease or assignment.

5.4 Assignment by the GJRAA.

The GJRAA may assign its interest herein, without the consent of Lessee, to any successor operator or proprietor of the Airport. The GJRAA shall give prior written notice to Lessee of any such assignment and of its rights and obligations hereunder.

ARTICLE 6: EMINENT DOMAIN, SUBSTITUTION OF PREMISES, & SUBORDINATION

6.1 In the event that all or any portion of the Premises is taken for any public or quasi-public purpose by any lawful condemning authority, including the GJRAA, through its powers of eminent domain, or by private purchase by any public authority in lieu of the exercise of eminent domain, the proceeds, if any, from such taking or conveyance may be allocated between the GJRAA and Lessee according to the applicable law of eminent domain. If a portion of the Premises is so taken or sold, and as a result thereof, the remaining part cannot be used to reasonably continue the authorized purposes contemplated by this Lease in an economically viable manner, then this Lease shall be deemed terminated at the end of a period of sixty (60) days following said taking or conveyance. In that event, and at that time, Lessee shall surrender the Premises, Improvements (and the GJRAA's fixtures and personal property thereon, if any) to the GJRAA, and Lessee may remove its fixtures and personal property located upon the Premises, in accordance with the provisions of this Lease. No severance damages shall be paid by the GJRAA to Lessee as the result of the condemnation nor shall any damages be paid to Lessee as the result of the termination of this Lease.

6.2 The GJRAA may grant or take easements or rights-of-way across the Premises, in addition to the easements or rights-of-way identified in this Lease, if the GJRAA determines it is in its best interests and in accordance with applicable law to do so. If the GJRAA grants or takes such an easement or right-of-way across any of the Premises, in addition to those easements or rights-of-way identified in this Lease, Lessee may request compensation from the GJRAA for that easement or right-of-way and the GJRAA will determine whether compensation should be paid to Lessee, and if so, the amount thereof, in accordance with applicable law.

6.3 The GJRAA has the right to substitute Comparable Areas for all or any portion of the Premises, and any additions, alterations or improvements thereon, should the GJRAA, in its sole discretion, determine that a taking of the Premises, or any portion thereof or any Improvement thereon, is required for Airport purposes. In the event that the GJRAA elects to exercise its right to substitute, all title, right and interest to the portion of Premises that is taken shall immediately vest in the GJRAA. Furthermore, the GJRAA may require Lessee to vacate the portion of the Premises taken. For the purposes of this Article, the term "Comparable Areas" is defined to mean a parcel of land within the Airport, or any additions or extensions thereof, similar in size to the Premises and brought to the same level of improvement as the Premises. The GJRAA shall bear all expenses of bringing the substituted area to the same level of improvement as the Premises, and of moving Lessee's improvements, equipment, furniture, and fixtures to the substituted area. If any of Lessee's improvements, equipment, furniture, or fixtures cannot be relocated, the GJRAA shall replace, at GJRAA's expense, such non-relocatable improvements and other property with comparable property in the Premises, and the GJRAA shall be deemed the owner of the non-relocated improvements and other property, free and clear of all claims of any interest or title therein by Lessee, or any other third party whomsoever. It is the specific intent of this subparagraph that Lessee be placed, to the extent possible, in the same position it would have been, had the GJRAA not substituted new premises for the Premises; provided, however, that the GJRAA shall not be obligated to reimburse Lessee for any damages, including lost profits or revenues, due to such substitution, should the GJRAA elect to exercise its right to substitute.

6.4 Nothing in Subparagraph 6.3, above, shall be construed to adversely affect the GJRAA's rights to condemn or exercise its rights of eminent domain in regard to Lessee's leasehold rights and interests in the Premises, and any improvements thereon, should the GJRAA, in its sole discretion, determine that it requires all or any portion of the Premises, and improvements thereon, for Airport purposes. The GJRAA may, at its sole discretion, exercise its leasehold condemnation rights in lieu of the GJRAA's substitution rights set forth in Subparagraph 6.3, above. Nothing in this Article shall be construed as a promise by the GJRAA to substitute Comparable Areas for the Premises. In the event the GJRAA proceeds by way of condemnation or through the exercise of eminent domain, Paragraph 6.3 shall not apply.

6.5 This Lease and all provisions hereof shall be subject and subordinate to the terms and conditions of all existing and future instruments, documents, contracts, or agreements between the GJRAA and any Federal, State, or local government, or any agency thereof, as well as subject and subordinate to the requirements of any current or future Federal, State, or local statute, rule, regulation, ordinance, or directive governing the operation of the Airport, and the GJRAA shall not owe any damages to Lessee, such as for lost profits or revenues, as a result of the GJRAA's compliance with said instruments, documents, contracts, agreements, statutes, rules, regulations, ordinances, or directives. The GJRAA shall also be excused from its obligations to pay Lessee eminent domain compensation or to provide substitute leasehold premises pursuant to this Article for its compliance with said instruments, documents, contracts, agreements, statutes, rules, regulations, ordinances, or directives, unless specifically directed otherwise by those instruments, documents, contracts, agreements, statutes, rules, regulations, ordinances, or directives.

ARTICLE 7: EXPIRATION AND TERMINATION

7.1 Prior to the expiration or termination of this Lease, Lessee shall have the right to sell or transfer any Improvements on the Premises that is not the property of, or owned by, the GJRAA. However, any sale or transfer of these Improvements shall be subject to the consent or approval of the GJRAA, and the GJRAA shall not unreasonably withhold this consent or approval. Should Lessee sell or transfer the Improvements on the Premises that is not the property of, or owned by, the GJRAA prior to the expiration or termination of the Lease, and the GJRAA consents to and approves this sale or transfer, the GJRAA shall, in good faith, negotiate an Aeronautical Use Ground Lease with the new owner of the Improvements.

7.2 Upon the expiration or termination of this Lease, Lessee shall peaceably surrender to the GJRAA possession of the Premises, together with any Improvements, fixtures, or personal property of the GJRAA thereon (such as the GJRAA's security fencing and gating) in as good a condition as the Premises, and Improvements, fixtures, and personal property were initially provided to Lessee, with ordinary wear and tear excepted, without any compensation whatsoever, and free and clear of any claims of interest of Lessee or any other third-party.

7.3 Also upon the expiration or termination of the Lease, and provided that Lessee did not sell or transfer the Improvements on the Premises prior to the expiration or termination of this Lease, Lessee shall have all personal property and trade fixtures removed from the Premises, unless the personal property or trade fixtures are owned by the GJRAA, and shall restore the Premises to a good condition and repair. If Lessee is proceeding with the necessary diligence to remove these items and complete this work, upon thirty (30) days written notice to the GJRAA prior to the expiration or termination of the Lease, Lessee may extend the time to remove these items and complete this work for a period of time not to exceed sixty (60) days. Further, if Lessee is proceeding with "Punch List" work as outlined under Paragraph 3.4 above, Lessee will be provided sixty (60) days to remove the personal property or trade fixtures following the determination of the GJRAA that the Punch List items were not completed to its satisfaction, if that decision is made by the GJRAA. However, Lessee agrees that this additional period of time to remove any personal property or trade fixtures from the Premises, or any work necessary to return the Premises to a good condition and repair, will not create a new tenancy for any additional period of time and that the GJRAA will maintain its rights to terminate the Lease. Following the expiration or termination of the Lease, Lessee shall, at the option of the GJRAA, either (a) leave the Improvements on the Premises in place, or (b) demolish the Improvements on the Premises, returning the Premises to a flat and level condition, and if the Premises was paved, re-paving the Premises to the same depth and specifications as it existed prior to the expiration or termination of the Lease. If the GJRAA elects to have Lessee demolish the Improvements on the Premises, Lessee will have sixty (60) days to complete this work, but the time period for Lessee to complete this work will not create a new tenancy for any additional period of time.

7.4 The GJRAA shall take title to, and full ownership of, all personal property and trade fixtures not removed by Lessee from the Premises within the time periods identified in Paragraph 7.3, above. Additionally, without any payment to Lessee, the GJRAA shall take title to, and full ownership of, any building, structure, or improvement that was on the Premises at the expiration or termination of the Lease, provided the GJRAA elects to have Lessee leave the Improvements on the Premises in place as outlined under Paragraph 7.3, above. Title and ownership of the

personal property, trade fixtures, buildings, structures, or other improvements to the GJRAA under this provision shall be free and clear of any claim of interest by Lessee or that of a third-party.

ARTICLE 8: ARTICLE 8: DEFAULT AND REMEDIES

8.1 Lessee shall be in default of this Lease upon the happening of any of the following events or conditions ("Events of Default"):

8.1.1 default or breach by Lessee, or any of its successors, assignees, and/or sublessees, in payment or performance of any obligation, covenant, or liability contained or referred to in this Lease, or any approved sublease, as well as any default or breach of any of the terms or conditions of this Lease or any approved sublease;

8.1.2 the Lessee's death, legal incapacity, dissolution, or termination of existence, insolvency, business failure, appointment of a receiver for or the commencement of any proceedings under any bankruptcy or insolvency laws by or against the Lessee, or the general assignment of Lessee's rights, title and interest hereunder for the benefit of creditors;

8.1.3 the Premises being left vacant or unoccupied or apparently abandoned by Lessee for a period of thirty (30) days; or

8.1.4 the placement or assertion of any mechanics' lien or other lien on the Premises due to any act or omission by Lessee or those claiming under Lessee.

8.2 Upon an Event of Default as defined in Paragraph 8.1, the GJRAA shall have the right to, and at its option may, exercise any one or more of the following rights and remedies, each of which shall be cumulative, as well as in addition to any and all other rights and remedies authorized by law or equity:

8.2.1 The GJRAA may, with or without terminating this Lease, bring and maintain any action for any amount due and unpaid and/or for specific performance. The GJRAA's damages shall be the total of all rent and costs and expenses of performance of all other covenants of the Lessee as herein provided due or to become due for the remainder of the lease term, together with the GJRAA's costs, including reasonable attorneys' fees, incurred in retaking possession of the Premises, and bringing and pursuing the action. However, if the GJRAA obtains a judgment against Lessee for damages due to Lessee's breach or default of this Lease, and the GJRAA then leases the Premises to a third-party, the GJRAA shall offset the judgment against the Lessee with any amounts the GJRAA may realize from leasing the Premises to that third-party for the remainder of the lease term with Lessee, after deducting the GJRAA's costs and expenses incurred in connection with obtaining the judgment against the Lessee, as well as leasing the Premises to that third-party, which includes, but is not limited to, redecorating, altering, building, constructing, etc., to prepare the Premises for the lease to the third-party. The GJRAA shall have the sole discretion to determine the terms and conditions of leasing the Premises to the third-party.

8.2.2 The GJRAA may reenter and take possession of the Premises, remove all persons and property therefrom, and declare this Lease and the leasehold estate hereby created to be, and thereupon the same shall be and become, terminated and ended.

8.2.3 The GJRAA may, at its option, with or without declaring this Lease or the leasehold estate created hereby terminated or ended, occupy the Premises or cause the Premises to be redecorated, altered, divided, consolidated with other adjoining premises, or otherwise changed or prepared for re-leasing, and may re-lease the Premises or any part thereof in order to mitigate the GJRAA's damages. The terms and conditions of such re-leasing shall be in the sole discretion of the GJRAA. All rent received by the GJRAA for the remainder of the lease term shall be applied first to the payment of expenses the GJRAA may have incurred in connection with recovery of possession of the Premises and/or preparing it for releasing, and the releasing, including brokerage and reasonable attorneys' fees, and then to the payment of amounts equal to the rent hereunder and the costs and expense of performance of the other covenants of Lessee as herein provided. Lessee shall, whether or not the GJRAA has released the Premises, pay the GJRAA all rent and other sums herein agreed to be paid by Lessee, less the net proceeds of the releasing, if any, as ascertained from time to time, and the same shall be payable by Lessee upon demand. If the GJRAA elects, pursuant hereto, to occupy and use the Premises, or any part thereof, during any part of the balance of the term of the lease as originally fixed or since extended, there shall be allowed against Lessee's obligation for rent or other charges as herein defined, during the period of the GJRAA's occupancy, the reasonable value of such occupancy, not to exceed in any event the rent herein stated, and such occupancy shall not be construed as a release of Lessee's liability hereunder.

8.2.4 The GJRAA may, on reasonable notice to Lessee (except that no notice need be given in case of emergency), cure any breach at the expense of Lessee and the cost of such cure, including attorneys' fees incurred by the GJRAA in doing so, shall be deemed additional rent payable on demand.

8.3 In the event the GJRAA re-leases the Premises as authorized above, any and all of Lessee's improvements, structures, furniture, furnishings, equipment, and trade fixtures that are in or on or about the Premises may be used by the GJRAA or its new Lessee until the expiration of the term, without any liability for rent, compensation, or other charge therefor; however, in such case, if on the expiration of the term or on an earlier termination of this Lease, the total net amount so collected or received by the GJRAA from and through any such re-leasing or operation has exceeded the total amount accrued and due and unpaid from the Lessee, then such excess shall be applied to the Lessee.

8.4 Whenever a right of reentry is given to the GJRAA by the terms of this Lease, the GJRAA may exercise the same by agent or attorney, and with or without legal process, such process and demand for possession of the Premises being expressly waived by Lessee, and GJRAA may use all force necessary to make such entry and/or hold the Premises after such entry and/or to remove Lessee and/or any other person and property from the Premises; and the GJRAA shall be entitled, on application to a court of competent jurisdiction, to have a receiver appointed in aid of the enforcement of any remedy herein provided.

8.5 Lessee waives all right of redemption to which Lessee or any person claiming under Lessee may be entitled by any law now or hereafter enforced.

8.6 The GJRAA's retaking of possession of the Premises shall not constitute acceptance of surrender, eviction, or forfeiture of the Lease. The GJRAA and Lessee hereby expressly agree that if, after Lessee's default, the GJRAA retakes possession of the Premises, Lessee shall remain liable for all unaccrued rent, and all other obligations of this Lease for the remainder of the lease term, notwithstanding the GJRAA's reentry. Upon default, the GJRAA may exercise any and all of the remedies provided for herein in any order.

8.7 Any default by either Lessee or the GJRAA in the performance of any of the terms and conditions contained herein, other than the payment of Rent, shall be excused where due to force majeure, which, among other things, shall include natural catastrophes such as hurricanes, tornadoes, or floods, acts of God, acts of war, and governmental statutes, regulations, directives, or contracts governing the operation of the Airport, with which the GJRAA or Lessee must comply. This Paragraph shall not apply to a failure to timely pay any monetary amounts due.

ARTICLE 9: MISCELLANEOUS PROVISIONS

9.1 Notices.

All notices and communications hereunder shall be given by depositing the same in the United States mail, postage prepaid, registered or certified mail, or via a nationally recognized overnight courier service having proof of delivery and addressed to the relevant addresses as set forth in Paragraph 1, above, or to such other address as either party may specify by notice, in writing, given to the other party. Notices shall be deemed given on the date of mailing and the date of mailing shall be the date shown on the post office registry or express service receipt. Notice given in a manner other than as specified herein shall be ineffective.

9.2 Subordination.

Lessee's interest in the Premises shall be subordinated to that of the FAA by and through GJRAA's "grant assurances", and to those of any existing or future lender holding a mortgage or deed of trust on the Premises, and Lessee will, at the GJRAA's request, sign such subordination agreements or statements as such lenders may from time to time require.

9.3 Civil Rights.

Lessee shall comply with the civil rights non-discrimination requirements set forth in Exhibit C.

9.4 No Waiver.

The failure of either party to insist upon the strict and prompt performance of any of the terms, covenants, agreements, and conditions contained herein, upon the other party imposed, shall not constitute or be construed as a waiver or relinquishment of such party's right or rights thereafter to enforce any term, covenant, agreement, or condition, but the same shall continue in full force

and effect. The waiver of any breach of any term, covenant, agreement, or condition contained herein by either party shall not be construed to be a waiver of any subsequent breach of the same or any other term, covenant, agreement, or condition. Should Lessee breach any of its obligations hereunder, the GJRAA may thereafter accept from Lessee any payment or payments due hereunder, and continue this Lease, but without waiving the GJRAA's right to exercise and enforce all available default rights hereunder, or any other remedies provided by law, for said breach or default.

9.5 Lease Contingent.

If improvements on the Premises have not been constructed as of the date of this Lease and Lessee elects prior to December 31, 2027 (the "Election to Proceed Deadline") to construct improvements on the Premises, Lessee shall seek and obtain (1) GJRAA review and approval of all construction drawings and a determination of consistency with the Airport Layout Plan and GJRAA design and building standards; (2) FAA determination that the Improvements would not constitute an obstruction or hazard to air navigation; and (3) , the approval of any applicable planning, zoning or building agency or authority. The responsibility for obtaining any authorization from or approval of any federal, state, or local governmental agency shall be the sole responsibility and expense of Lessee. Lessee Improvements are estimated to include a hanger with a footprint of at least 110 x 99 square feet that can accommodate two King Air planes and a PC12. A preliminary capital improvement plan, proposed deadlines for completion of all engineering and design of the improvements and for obtaining all necessary authorizations and approvals to initiate construction and for obtaining a certificate of beneficial occupancy or equivalent for the improvements, and cost estimates will be provided to GJRAA by the Election to Proceed Deadline for GJRAA's approval, such approval not to be unreasonably withheld, conditioned or delayed. If, prior to the Election to Proceed Deadline, Lessee has not provided to GJRAA the items required by the foregoing sentence, or if GJRAA and Lessee have not mutually approved such items within ninety (90) days after submission, GJRAA may terminate this Lease by written notice to Lessee. If Lessee has not completed construction of the Improvements within five (5) years from the Commencement Date, GJRAA may terminate this Lease by written notice to Lessee. If GJRAA terminates this Lease as provided in this Section 9.5, Lessee shall take any actions necessary to restore the Premises to the condition existing on the Commencement Date and further shall not be entitled to recovery of Rent or other fess paid to GJRAA. All costs associated with Lessee's Improvements shall be borne by Lessee.

9.6 Entire Agreement; Modifications; Termination of Prior Leases.

This Lease constitutes the entire agreement between the parties with respect to the subject matter contained herein. Modifications or amendments to this Lease shall be effective only if made in writing and executed by the GJRAA and Lessee. This Lease shall replace and supersede all prior leases, amendments and addenda thereto and any other agreements between the GJRAA and Lessee with respect to the Premises, all of which shall be deemed terminated upon mutual execution of this Lease.

9.7 Time of Essence.

Time shall be of the essence of this Lease, and the terms hereof shall be binding upon the heirs, personal representatives, successors, and permitted assigns of each of the parties hereto.

9.8 Headings.

The article or other headings employed in this Lease are for convenience of reference only. Such headings shall not be interpreted as enlarging or limiting the meaning of any portion of this Lease.

9.9 Lessee Representations.

Lessee represents that Lessee is the owner of, or fully authorized to use any and all services, processes, machines, articles, marks, names, or slogans used by Lessee in Lessee's operations under this Lease. Lessee shall save and hold the GJRAA, its Board members, officers, employees, agents, and representatives, free and harmless against any loss, liability, expense, suit, or claim for damages in connection with any actual or alleged infringement of any patent, trademark, or copyright, or from any claim of unfair competition or other similar claim, arising out of Lessee's operations under, or in connection with, this Lease. Lessee, and those individuals executing this Lease on behalf of Lessee, represent and warrant that they are familiar with C.R.S. §18-8-301, et seq. (Bribery and Corrupt Influences) and C.R.S. §18-8-401, et seq. (Abuse of Public Office) and that they are unaware of no violations of the provisions thereof with respect to this Lease or operations to be conducted hereunder. With respect to Lessee, the undersigned warrants and represents he/she is authorized to execute this Lease on Lessee's behalf, and Lessee shall be bound as a signatory to this Lease by his/her execution of this Lease. Lessee also certifies, by signing this Lease, that neither it nor its principals, members, or managers are presently debarred, suspended, proposed for debarment, declared ineligible, or are voluntarily excluded from participation in this Lease by any federal department or agency. Lessee further agrees, by signing this Lease, that it will include this clause, without modification, in all subleases.

9.10 Fees and Memorandum.

Lessee shall pay all legal and surveying fees and costs associated with the rental of the Premises under this Lease or any addendum hereto. Furthermore, Lessee shall assist the GJRAA, in any way deemed advisable in preparing, executing or recording a Memorandum of Lease relating to this Lease.

9.11 Invalidity.

If any term or condition of this Lease or the application thereof to any person or event shall to any extent be invalid and unenforceable, the remainder of this Lease and the application of such term, covenant, or condition to persons or events other than those to which it is held invalid or unenforceable shall not be affected and each term, covenant, and condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

9.12 GJRAA Representations.

The GJRAA covenants and represents that it is the owner of the Premises, and has the right to enter into this Lease and grant the rights contained herein to Lessee.

9.13 Relationship of Parties.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third-party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the parties. It is understood and agreed that neither the method of computation of fees, nor any other provision contained herein, nor any acts of the parties hereto creates a relationship other than the relationship of landlord and Lessee.

9.14 Attorney Fees.

If litigation is required to interpret or enforce this Agreement, the prevailing party shall be awarded its reasonable attorney's fees, costs and other expenses incurred in addition to any other relief it receives.

9.15 Incorporation of Exhibits.

The Exhibits and Appendix to this Lease are integral parts of this Agreement and Lessee is bound by the terms set forth in them. If through oversight or otherwise, those Exhibits are not attached hereto, it is Lessee's responsibility to obtain copies of those Exhibits from the GJRAA. GJRAA reserves the right to update Appendix I from time to time as may be necessary to comply with Federal, State, local, or GJRAA Rules and Regulations.

9.16 Law and Venue.

This Lease shall be interpreted in accordance with the laws of the State of Colorado and applicable federal law. Should either party believe it necessary to file suit to interpret or enforce any provisions of this Agreement, the exclusive venue and jurisdiction for said lawsuit shall be in the Mesa County, Colorado, or if federal court jurisdiction would be appropriate, then in the United States District Court for the District of Colorado.

9.17 All Terms Material.

Covenants and agreements herein which would ordinarily be considered to be material shall be so considered herein. In addition, the parties recognize the special and unique nature of Airport operations; that the GJRAA operates the Airport under agreements with other government entities, pursuant to numerous laws, regulations and ordinances, and in furtherance of the public need, health and safety; each term, covenant and/or agreement, the breach of which by Lessee might materially adversely affect any such aspect of the GJRAA's operation of the Airport, shall also be deemed material, and any default in any such term, covenant and/or agreement shall be deemed to be a default in the Lease.

9.18 Right of Appeal.

Whenever the Airport Manager is authorized by this Lease to make discretionary decisions affecting Lessee, or the Airport Manager is authorized by the GJRAA to make discretionary decisions hereunder, the Lessee shall be entitled to appeal such decision to the Board of the GJRAA. Any such appeal shall be in writing, shall be filed with the GJRAA within thirty (30) days of the complained of decision, shall clearly state each basis for appeal, and shall include

copies of any documents upon which the appeal is based. The pendency of an appeal shall not relieve the Lessee from compliance with the decision of the Airport Manager. The taking of such an appeal shall be a condition precedent to the filing of any action by Lessee to enforce or interpret this Lease.

9.19 Limitation of Benefit.

This Lease does not create in or bestow upon any other person or entity not a party to this Lease any right, privilege or benefit unless expressly provided in this Lease. This Lease does not in any way represent, nor should it be deemed to imply, any standard of conduct to which the parties expect to conform their operations in relation to any person or entity not a party.

9.20 Non-Exclusive Right.

Nothing herein contained shall be construed to grant or authorize the granting of an exclusive right prohibited by Section 308 of the Federal Aviation Act of 1958, as amended. The GJRAA reserves the right to grant to others the privilege and right of conducting any aeronautical or non-aeronautical activity at the Airport. The GJRAA reserves the right, during the term hereof, to reduce and reallocate space leased for the exclusive use of Lessee in any case where the failure to do so might reasonably constitute the granting by the GJRAA to Lessee of such an exclusive right.

Done and entered into on the date first above written.

GRAND JUNCTION REGIONAL AIRPORT AUTHORITY

Dated: _____

By: _____

Its: _____

LESSEE:

Dated: _____

By: _____

Its: _____

EXHIBIT A
Description of the Premises

EXHIBIT B
Survey Including Common and Particular Description of the Premises

EXHIBIT C

Civil Rights Non-Discrimination

- A. In all its activities within the scope of its airport program, Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Lessee transfers its obligation to another, the transferee is obligated in the same manner as Lessee. This provision obligates Lessee for the period during which the property is used or possessed by Lessee and the Airport remains obligated to the FAA. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
- B. During the performance of this Lease, Lessee for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 Stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 - ii. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964);
 - iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601 (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - iv. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*) as amended (prohibiting discrimination on the basis of disability), and 49 CFR Part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
 - v. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
 - vi. Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 - vii. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadening the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- viii. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implementing by U.S. Department of Transportation Regulations at 49 CFR Parts 37 and 38;
- ix. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- xi. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficient (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. at 74087 (2005)]; and
- xii. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681 et seq.).

C. Lessee, including personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the list of non-discrimination acts and authorities, as enumerated in the preceding subsection. In the event of breach of any of the above nondiscrimination covenants, the GJRAA will have the right to terminate this Lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if the Lease had never been made or issued.

D. During the performance of this Lease, Lessee, for itself, its assignees, and successors in interest, agrees as follows:

- i. Compliance with Regulations: Lessee will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Lease.
- ii. Nondiscrimination: Lessee, with regard to the work performed by it during the Lease, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- iii. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by Lessee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Lessee of contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities.
- iv. Information and Reports: Lessee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the GJRAA or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Lessee will so certify to the GJRAA or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- v. Sanctions for Noncompliance: In the event of Lessee's noncompliance with the non-discrimination provisions of this Lease, the GJRAA will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to, cancelling, terminating, or suspending this Lease, in whole or in part.
- vi. Incorporation of Provisions: Lessee will include the provisions of this subsection in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant hereto. Lessee will take action with respect to any subcontract or procurement as the GJRAA or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Lessee becomes involved in, or is threatened with litigation by a subcontractor, or

supplier because of such direction, Lessee may request the GJRAA to enter into any litigation to protect the interests of the GJRAA. In addition, Lessee may request the United States to enter into the litigation to protect the interests of the United States.

EXHIBIT A

A lease parcel situated in the northeast quarter of Section 31, Township 1 North, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, said lease parcel being more particularly described as follows:

Commencing at the northwest corner of said Section 31, whence the southwest corner of said Section 31 bears South 00°00'41" East, with all bearings herein relative thereto,

Thence South 70°31'43" East, a distance of 3131.41 feet to the Point of Beginning;

Thence South 54°43'46" East, a distance of 88.07 feet;

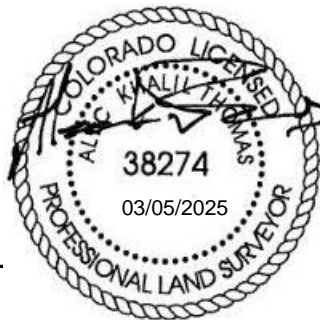
Thence North 35°14'09" East, a distance of 10.14 feet;

Thence South 54°35'36" East, a distance of 115.45 feet;

Thence South 35°25'01" West, a distance of 241.07 feet;

Thence North 54°43'15" West, a distance of 202.90 feet;

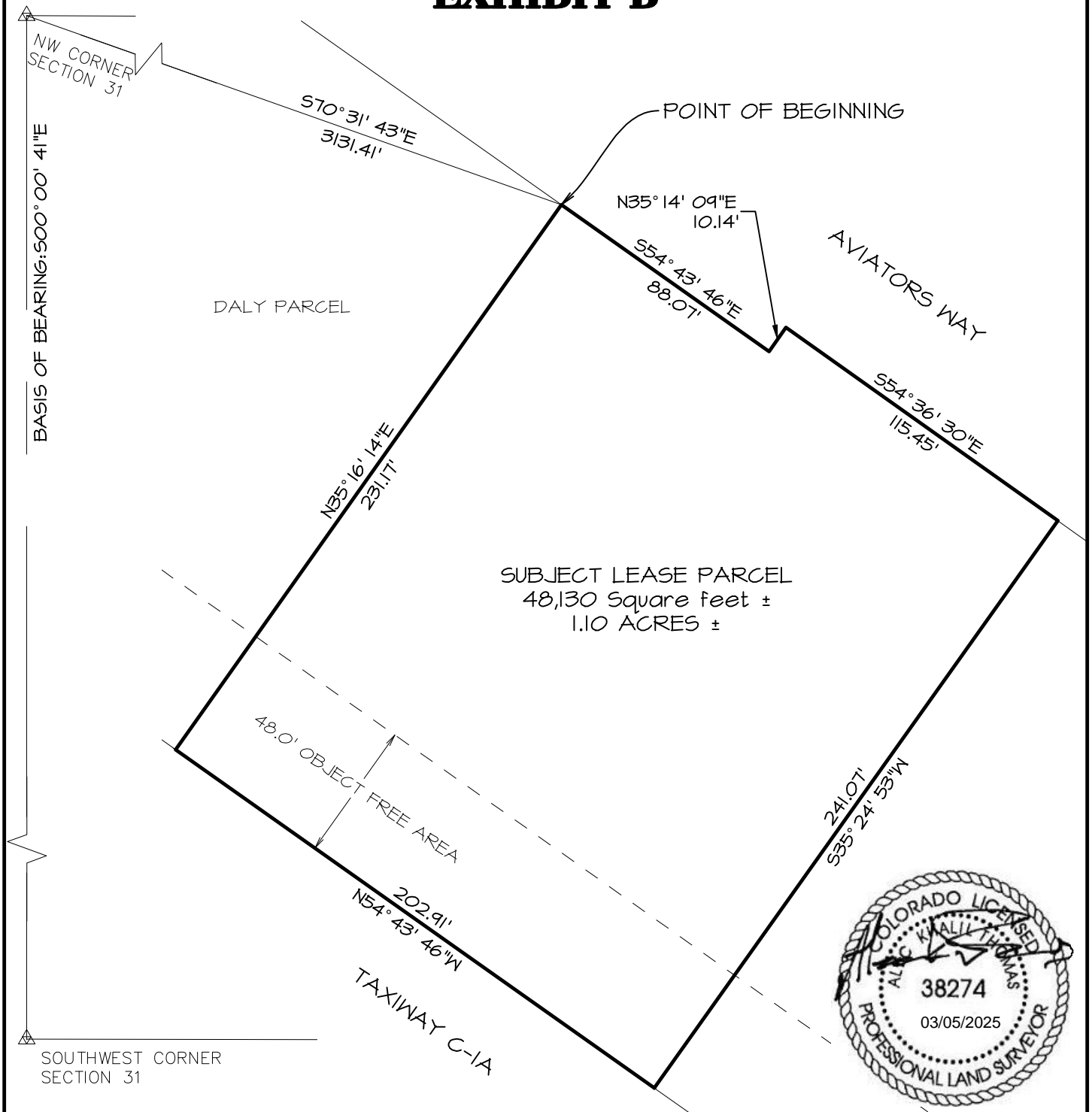
Thence North 35°16'14" East, a distance of 231.17 feet to the Point of Beginning. Said lease parcel containing 48130 square feet or 1.105 acres more or less.



This description was prepared by:
Alec K. Thomas
Colorado P.L.S. 38274
215 Pitkin Avenue, Unit 201
Grand Junction, CO 81506

NOTICE: Any rewriting or retyping of this description must NOT include this preparation information. Lack of an original seal indicates this document is not the original

EXHIBIT B



1" = 50'
0 50
U.S. Survey feet



THIS EXHIBIT IS FOR THE PURPOSE OF GRAPHICALLY REPRESENTING A WRITTEN DESCRIPTION - IT DOES NOT REPRESENT A MONUMENTED BOUNDARY SURVEY



RIVER CITY
CONSULTANTS

215 Pitkin Avenue, Unit 201
Grand Junction, CO 81501
Phone: 970.241.4722
Fax: 970.241.8841
www.rccwest.com

Drawn: AKT | Checked: NA | 3/4/25 | Job No. 1258-009

S:\PROJECTS\1258 GJRA\009 lease parcel merge\1258-009.dwg

Grand Junction Regional Airport Authority
Agenda Item Summary

TOPIC:	Adopt new Airport Logo		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Approve the proposed new airport logos and color palette and authorize the Executive Director to implement.		
SUMMARY:	<p>The Terminal Visioning and Expansion Committee, made up of Linde Marshall, Thaddeus Shrader, and the Airport leadership team, engaged Gensler to update the Airport branding to be consistent with the Terminal Visioning work products guiding terminal expansion. Over the past several months the Committee has worked to develop a new mark, suite of logos, and color palette, which are attached. Also attached are illustrative examples of their use. The Committee recommends the Board adopt the new branding and authorize the Executive Director to begin implementation.</p> <p>On June 15th the Grand Junction Regional Airport will celebrate its 95th birthday. The Committee would like to use the new logo in all celebratory materials. The new logo will also be used in the signage replacement project and website development projects currently being designed.</p>		
REVIEWED BY:	Executive Director		
FISCAL IMPACT:	N/A		
ATTACHMENTS:	Proposed Logo Deck		
STAFF CONTACT:	Angela Padalecki apadalecki@gjairport.com Office: 970-248-8588		

GJT

Grand Junction Regional Airport

Branding Design Development Package

April 8, 2025

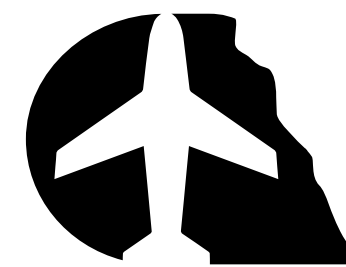
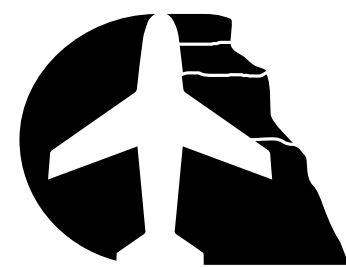
Gensler



Existing Brand



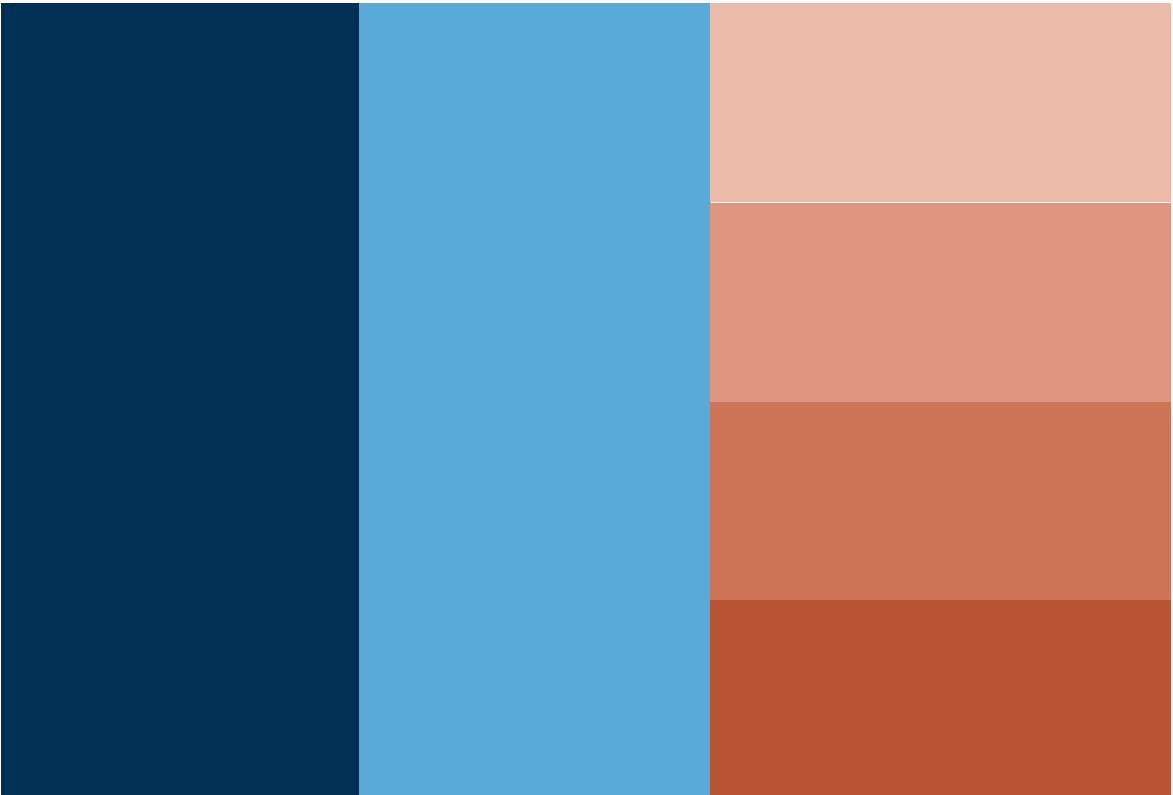
Logo Family



Grayscale



Color Palette



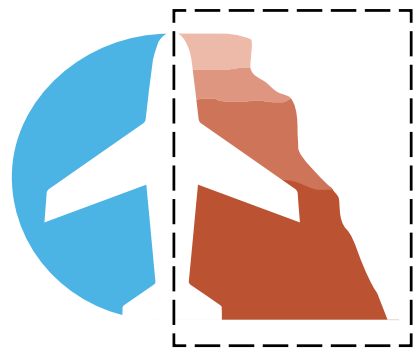
Logo Family in Color



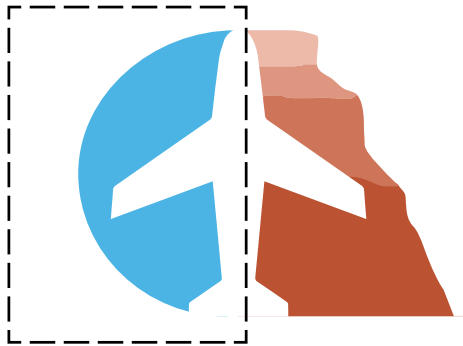
One Color Logos



Concept Brand Applications



Concept Brand Applications



Grand Junction Regional Airport Authority
Agenda Item Summary

TOPIC:	Resolution No. 2025-04 to Approve Rates and Charges		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Adopt Resolution No. 2025-04: Amending Rates and Charges, effective June 1, 2025.		
SUMMARY:	<p>The changes to the Rates and Charges Resolution are to 1) update the Rental Car Service Area rent rates in Section V. Leases of Airport Property effective 4/1/25 based on annual CPI and 2) increase the Terminal Parking Rates in Section VI. Paragraph C.</p> <p>The Rental Car service area increases by CPI are consistent with the rental car agreements and increased 2.6% from the previous rates resulting in additional revenue of approximately \$2,800 annually.</p> <p>For public parking, the proposed changes will (1) increase the free parking period from 20 minutes to 120 minutes and (2) increase the maximum daily rate from \$12.00 to \$14.00. This daily rate is slightly higher than hotel parking rates at the major brands on Horizon Drive and downtown which are currently \$10-\$12/night and matches the Montrose Airport rate for their close-in parking.</p> <p>These changes are estimated to generate \$210,000 annually in additional revenue. Parking rates were last changed in November 2022 from \$10 per day to \$12 per day. Since that change we have seen the following trends:</p> <ul style="list-style-type: none">• The CPI for Colorado has increased approximately 9%• Budgeted 2025 Airport operating costs are 29% higher than actual 2023 operating costs (the first full year after the last parking rate increase).• Rates for most other business lines at the airport have increased• Even after parking improvements and expansion completed in 2023, parking has exceeded capacity at peak periods and additional improvements are planned in 2025-2026. <p>These changes are necessary to maintain the financial health of the airport, maintain balance in rates and charges across the various business lines at the airport, and to fund planned capital improvements. These changes reflect advice and input from our planners at InterVISTAS.</p> <p>Staff recommends the rates go into effect on June 1, 2025 to allow time to communicate the change to the public and to implement the rate changes with our parking operator, Republic Parking.</p>		
REVIEWED BY:	Executive Director and Legal Counsel		
FISCAL IMPACT:	Approximately \$210,000 additional parking revenue annually and \$2,800 additional rental car rent revenue annually.		
ATTACHMENTS:	Board Resolution 2025-004: Rates and Charges		
STAFF CONTACT:	Sarah Menge smenge@gjairport.com , Office: 970-248-8584		

RESOLUTION NO. 2025-04
RESOLUTION OF THE BOARD OF COMMISSIONERS
ESTABLISHING RATES AND CHARGES FOR
GRAND JUNCTION REGIONAL AIRPORT

WHEREAS, the Grand Junction Regional Airport Authority (“GJRAA”) is the owner and operator of the Grand Junction Regional Airport (“Airport”) located in Grand Junction, Colorado; and

WHEREAS, the Colorado Public Airport Authority Act, (C.R.S. § 41-3-106(1)(h)), authorizes GJRAA to “exact and require charges, fees, and rentals, together with a lien to enforce the payment”; and

WHEREAS, federal law (49 U.S.C. § 40116(e)(2)), recognizes the right of an airport proprietor to impose “reasonable rental charges, landing fees, and other service charges from aircraft operators for using airport facilities”; and

WHEREAS, federal law (49 U.S.C. § 47107(a)(13)) and GJRAA’s contractual commitments to the federal government require that GJRAA “maintain a schedule of charges for use of facilities and services at the airport that will make the airport as self-sustaining as possible under the circumstances existing at the airport, including the volume of traffic and economy of collection”; and

WHEREAS, the federal government does not set the level of fees charged at airports (49 U.S.C. § 47129(a)(3)), but is authorized to adjudicate disputes as to whether a fee is reasonable and not unjustly discriminatory; and

WHEREAS, the attached schedule of rates and charges is designed and intended to (i) compensate GJRAA for its costs to accommodate Airport tenants and users; (ii) make the Airport as financially self-sustaining as possible; (iii) capture a percentage of revenues by businesses and entities accessing the Airport for commercial purposes; and (iv) make the Airport competitive and attractive to aeronautical and non-aeronautical users, as compared to airports of comparable size and traffic.

NOW, THEREFORE, by this Resolution, the Board hereby resolves and directs as follows:

1. The Board adopts the attached schedule of rates and charges, effective as of June 1, 2025.
2. The attached schedule of rates and charges shall apply, without limitation, to the following categories of Airport tenants and users: Air Carriers, General Aviation, Aircraft Ground Service Providers, Ground Transportation Operators (including Transportation Network Companies), Rental Car Concessionaires, Peer-to-Peer Car Sharing Operators, Fuel Providers, and other users of Airport facilities, supplies and services.
3. The attached schedule of rates and charges shall be implemented and imposed upon the above-described categories of Airport tenants and users as follows:
 - a. The applicable rates and charges shall be incorporated within any and all leases, licenses, permits, contracts and other agreements entered into after the effective date hereof.

- b. The applicable rates and charges shall apply in the case of any existing lease, license, permit, contract or other agreement that explicitly requires the Airport tenant or user to pay rates and charges as prescribed by the Board.
 - c. The applicable rates and charges shall apply to any user of the Airport or Airport services conducting an activity covered by the schedule of rates and charges that does not operate pursuant to a lease, license, permit, contract or other agreement with GJRAA.
4. The terms of this Resolution and the attached schedule of rates and charges shall not apply in a manner that would present an irreconcilable conflict with the express terms of a lease, license, permit, contract or other agreement between GJRAA and an Airport tenant or user.
 5. The attached schedule of rates and charges is not intended to be exclusive or exhaustive. The Board reserves the right to charge for items not covered by the attached schedule of rates and charges, including recovery for damage to the Airport and fines and penalties for violation of Airport rules and regulations.
 6. The attached schedule of rates and charges shall continue in effect unless and until superseded by a further amendment adopted by the Board. It is the Board's intent to review the attached schedule of rates and charges on no less than an annual basis.
 7. This resolution shall supersede all previous schedules of rates and charges promulgated by the Board.

PASSED AND ADOPTED this 15th day of April, 2025.

Board Members Voting AYE

Board Members Voting NAY

GRAND JUNCTION REGIONAL AIRPORT
AUTHORITY

ATTEST:

Chairman

Clerk

SCHEDULE OF RATES AND CHARGES GRAND JUNCTION REGIONAL AIRPORT

I. General Requirements

Consent

Airport tenants and users agree to be bound by this schedule of rates and charges by accessing the Airport, including for the conduct of commercial activities, or by seeking facilities, supplies or services from GJRAA. No express consent is required.

Deadline for Payment

Payment shall be due and payable with thirty (30) days of receipt of an invoice, bill or other notice of payment obligation, unless directed otherwise by GJRAA.

Payment of Rates and Charges

All payments due GJRAA shall be paid to the Grand Junction Regional Airport Authority, 2828 Walker Field Drive, Suite 301, Grand Junction, Colorado, 81506, unless directed otherwise by GJRAA.

Interest

GJRAA reserves the right to charge interest on any rates and charges owed but not paid when due at the rate of three percent (3%) per month from the due date until receipt of payment. Any partial payments received on said indebtedness shall be applied first to accrued interest, and then to principal.

Inspection of Books and Records

GJRAA reserves the right to seek inspection of books and records for the limited purpose of establishing proper calculation and payment of rates and charges imposed hereunder.

Remedies for Nonpayment

GJRAA reserves the right to seek recovery of all rates and charges due and payable, and interest thereon, as well as incidental and consequential damages and attorney's fees. GJRAA may pursue all remedies available under law, including without limitation, termination of a lease, license, permit, contract or other agreement; retention of a security deposit, bond or contract security; or suit for specific performance, injunctive relief or money damages.

II. Aircraft Operators and Aircraft Ground Service Operators

A. Fees

Landing Fees

Class of Aircraft	Fee Per Landing
Commercial Signatory Aircraft	\$2.79/1,000 lbs.
Commercial Non-Signatory Aircraft	\$3.80/1,000 lbs.
Unscheduled Non-Signatory Aircraft*	\$7.60/1,000 lbs.
General Aviation Aircraft	\$0.00
Military Aircraft	\$0.00

- * Unscheduled Non-Signatory Aircraft shall include air carriers operating at the Airport where the flight was not scheduled at least seven days in advance of the operation.
- No landing fee will be assessed in the event an aircraft lands at the Airport due to a declared emergency.
- A one-half (1/2) landing fee will be charged for each landing performed in conjunction with a training flight.
- No landing fee will be assessed in the event an aircraft departs from the Airport for another destination and, without making a stop at another airport, is forced to return to and land at the Airport because of weather, mechanical or other similar emergency or precautionary reasons.

Joint Use Space Fees

Signatory Airlines shall pay for Joint Use Space, including the ticket queuing space, security, passenger boarding area, and baggage claim in the Airport's terminal building based their pro rata share of the 27,479 total square feet at a cost of \$54.25 per square foot per year. The pro rata share shall be based on the total number of enplaned revenue passengers during said month.

Preferential Use Space Fees

Signatory Airlines that rent preferential use space, including airline ticket counters, office space, and garage/baggage space shall pay \$54.25 per square foot per year.

Other Fees

- **Loading Bridge** - \$8.77 fee per turn. A loading bridge turn shall mean each time an aircraft is “connected” to the loading bridge. If an aircraft enplanes and deplanes passengers without disconnecting, this will count as one “turn”.
- **Fuel Purchase** - Purchasing fuel (gasoline and/or diesel) from the airside GJRAA fuel tank shall pay actual fuel cost plus \$1.00 per gallon.

Non-Signatory Airlines

When not otherwise specified herein, the rate charged to Non-Signatory Airlines shall be 120% of the rate prescribed herein for Signatory Airlines.

B. Reports/Billing

On or before the 10th of each month, each Aircraft Operator or Aircraft Ground Service Operator at the Airport shall submit to the Airport administration offices such reports of the preceding month’s activities as GJRAA may request to enable GJRAA to compute the rates (also referred to, in some cases, as fees above), charges, and other monies owed by the Aircraft Operator or Aircraft Ground Service Operator hereunder. The reports shall be attested to as correct to the best of the signer’s knowledge by the Aircraft Operator or Aircraft Ground Service Operator or its designee. Any subsequent changes in the information will be reported to GJRAA as soon as practical; but in no event more than seven (7) days from their discovery.

The reports shall be submitted in a format provided by or approved by GJRAA. GJRAA reserves the right to obtain clarification of any matter contained in the reports, or for additional information from the Aircraft Operator or Aircraft Ground Service Operator for Airport marketing, statistical, fee-setting, or other purposes. **Note: Reports not submitted by the end of the 10th of each month may be subject to a \$100 per day late fee.**

III. Ground Transportation Operators

Ground Transportation Operators shall include all shuttles, courtesy vehicles, limousines/sedans, taxis, transportation network companies, sightseeing tours, and buses (excluding mass transit buses operated by, or under contract with, a public entity).

Ground Transportation Operators shall pay GJRAA the following fee:

Number of Seats	Trip Fee
1-8	\$2.50
9-15	\$3.75
16+	\$8.00

Hotel/Motel Courtesy Vehicle Operators

Each Hotel/Motel Courtesy Vehicle Operator shall pay GJRAA a per trip fee equal to 25% of the applicable TNC rate of \$2.50/trip for a fee of \$.63/trip multiplied by the number of trips each month. Fee shall be paid quarterly unless other payment arrangements are made between the Operator and GJRAA. Hotel/Motel Courtesy Vehicle Operators shall only pick up and drop off at the Airport the patrons of their respective hotels/motels, and not persons who are not patrons of their hotels/motels.

Off-Airport Parking Providers

Each Off-Airport Parking Provider shall pay GJRAA a monthly fee equal to 10% of monthly gross revenues. This applies to all hotel/motel operators offering parking to guests or non-guests of the hotel/motel for a fee in addition to the cost of a nightly room rate, provided that the hotel/motel operator only shall be required to pay GJRAA the percentage of monthly gross revenues associated with parking by Airport passengers. In addition, shuttle vehicles from each said company shall also pay GJRAA a trip fee as previously defined.

Compliance

Failure to comply or to operate without a permit may result in a \$100 fine per occurrence.

B. Miscellaneous Provisions Applicable to Ground Transportation Operators

No Diversion of Passengers

Ground Transportation Operators shall not, through their officers, agents, representatives, or employees, divert or cause to be diverted any prospective customer to a location off of Airport property, in order to pick up said customer or item off of Airport property and thereby avoid paying the fees that would otherwise be owed to GJRAA. For example, a Ground Transportation Operator shall not instruct a customer to walk or utilize a Hotel/Motel Courtesy Vehicle to be transported or to transport an item off of Airport property in order to then pick-up the customer at a hotel/motel off of Airport property to avoid paying fees.

Signage

Ground Transportation Operators serving the Airport shall display signage on their vehicles identifying the Ground Transportation Operator and/or such other identification as GJRAA may request to enable GJRAA to determine whether the vehicle is authorized to provide ground transportation, which includes, in the case of commercial limousines/sedans/SUVs, a stamp or sticker issued by the Colorado Public Utilities Commission.

IV. Fueling Operations

A. Fuel Flowage Fees

Fuel providers and self-fuelers shall pay a fuel flowage fee to GJRAA on all fuel sold or dispensed at the Airport into general aviation, government and military aircraft. Unless specified in an airline use and lease agreement or airline operating agreement, commercial airlines operating out of the terminal building are excluded from fuel flowage fees.

The following fuel flowage per gallon rates apply:

Type	Fuel Flowage Fee (Per Gallon)
Avgas	\$0.2017
Jet A	\$0.2017
Military	\$0.1800

Fuel providers and self-fuelers shall be deemed to owe a fuel flowage fee to GJRAA on the date the fuel is delivered or dispensed into an aircraft. Fuel providers and self-fuelers shall pay the fuel flowage fee required hereunder to GJRAA within thirty (30) days following the end of each calendar month in which fuel is dispensed into an aircraft.

B. ARFF Standby Services for “Rapid Refueling” Operations

Fuel Providers shall pay GJRAA one hundred fifty dollars (\$150.00) per hour, billable in 15-minute increments per rescue truck providing coverage for any requested Aircraft Rescue Firefighting (ARFF) standby services associated in any way whatsoever with the fueling of an aircraft while that aircraft’s engine(s) is/are in operation (“rapid refueling”). The ARFF Standby Service charge **begins** when the rescue truck leaves the ARFF bay, or from the current location of the rescue truck if not in the ARFF bay. The ARFF Standby Service charge **terminates** when the rescue truck has returned to the ARFF bay, or back to the original location of the rescue truck if not in the ARFF bay.

C. Rental Car Fuel Station Fees

Rental Car Fuel Station Operators purchasing fuel (gasoline) from the GJRAA landside fuel tank shall pay actual fuel cost plus up to \$1.00 per gallon.

V. Leases of Airport Property

Terminal Building Fee

Non-Aircraft Operator tenants of the terminal building leasing exclusive space and not operating under a current operating agreement will pay \$46.09 per square foot per year.

Airside Leases

New Airside Leases will have a rate equal to the greater of fair market value or the maximum price per square foot being charged to current lessees. For the period 4/1/2024 – 3/31/25, the price is \$0.2587 per square foot annually. For the current rate contact the Authority.

Rental Car Service Area

4/1/25 – 3/31/26 <i>Cost per sq. ft. per month</i>	
Ground	\$0.0201
Building	\$0.52

VI. OTHER

A. Security Badge Fees

SIDA and Sterile Area Badges:

Includes Criminal History Records Check (“CHRC”) fingerprinting, Security Threat Assessment (“STA”), photo, paperwork, required training class and identification media badge.

Initial Issue.....\$110.00

Renewal.....\$75.00

AOA Badges:

Includes STA, photo, paperwork, required training class and identification media badge.

Initial Issue.....\$45.00

Renewal.....\$35.00

Change from AOA Badge to SIDA Badge

Initial Issue.....\$110.00

Lost or Not Returned Badges

Charge to employer for ID not returned\$250.00

Lost badge - 1st replacement \$50.00

Lost badge - 2nd replacement \$100.00

Lost badge - 3rd replacement..... \$300.00

Keys

Initial Issue.....\$15.00

Replacement- If broken.....\$15.00

Replacement- If lost or stolen \$100.00 plus the actual cost for re-keying the locks and producing additional key(s).

B. Airport Parking Violations:

	Fine paid within 14 days	Fine paid after 14 days
Parking Violation – Curbside	\$75	\$150
Parking Violation – Designated Short-term Parking (per day)	\$15	\$25
Parking Violation – Permit Parking (per day)	\$30	\$45
Handicap Parking Violation (per day)	\$75	\$150

Payments of parking violations are made directly to Clancy Systems International, Inc. Payment of tickets can be made through mail by check, or online by check or credit card (Visa or MasterCard).

C. Terminal Parking:

120 minutes or less	FREE
More than 20 minutes	\$2.00 each additional 20 minutes
Daily maximum	\$14.00

D. Internet and Phone Service:

Service Provided	Monthly Fee
Internet	\$75
Telephone	\$30

E. Billable Staff Time:

Staff Level	Hourly Rate
Level 1	\$100
Level 2	\$75
Level 3	\$50

F. Monthly Aircraft Tie-Down Fee on Designated GJRAA Maintained Ramp:

Aircraft less than 12,500 pounds - \$60 per month

G. Colorado Open Records Act (CORA) Requests

CORA requests are subject to a research-and-retrieval fee at the maximum rate permissible under Colorado Revised Statute Section 24-72-205(6) and a per-page copy fee at the maximum rate permissible under CRS § 24-72-205(5), provided that both such fees shall be published on the Airport website. As of the effective date, the research-and-retrieval fee is \$33.58 per hour (after the first hour, which is free) and the copy fee is \$.25 per page. Full or partial payment may be required prior to release of public records.

H. Credit Card Payment Convenience Fee

Payments made to the Authority via credit card will be assessed a 4% convenience fee.

I. Lease Transfer Fee

A fee of \$250 will be charged to cover administrative and legal fees associated with the execution of a lease transfer.

J. Rental Car Facility Use Fee

A fee of \$4.00 per transaction day shall be imposed upon rental car customers picking up motor vehicles at the Airport, to be collected, held in trust and remitted to GJRAA by rental car companies in accordance with the terms of each rental car concession agreement.

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	Terminal Interior Refresh Project		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Authorize the Executive Director to execute a task order with FCI under the on-call General Contractor contract for terminal interior improvements, after receiving approval from the FAA, for an estimated project cost of \$751,000, including owner's contingency.		
SUMMARY:	<p>This project represents upgrades to the post-security passenger boarding and lounge area, and reflects those improvements planned by the Terminal Visioning and Expansion Committee during the Terminal Visioning project.</p> <p>This next project will include replacement of all gate agent guests and carpeting in the post-security area, reconstruction of the built-in bench seating, and other minor improvements.</p> <p>The majority of the project is eligible for Airport Improvement Grant (AIG) funding, which is part of the Infrastructure Investment and Jobs Act (IIJA) (previously referred to as the Bipartisan Infrastructure Law (BIL)), as reflected in the AIG grant application also on the April 15, 2025 Board Agenda. Staff have been working with FCI, Garver, and the FAA to separate this project from other terminal projects since it is comprised of mostly eligible work.</p> <p>The FCI contract price estimate is \$715,129 plus owner's contingency of 5% (\$35,756) for a total estimated project cost of \$751,000.</p> <p>The final GMP contract must be approved by the FAA to confirm grant funding prior to starting the project. We anticipate FAA approval by the end of April. Staff requests the Board authorize the Executive Director to execute the contract once FAA approval is received to align where possible this construction schedule with the other terminal projects (furniture replacement, boarding bridge replacement, IT room, and fire suppression system). Staff anticipates the FAA and CDOT grant award offers will be ready for the May 20, 2025 Airport Board Meeting for Board approval.</p>		
REVIEWED BY:	Executive Director and Legal Counsel		
FISCAL IMPACT:	Federal Request - \$674,500 CDOT – 17,750 GJRAA - \$58,750 Total Eligible Project Cost Estimate - \$751,000		
ATTACHMENTS:	CD Estimate		
STAFF CONTACT:	Ben Peck bpeck@gjairport.com Office: 970-248-8589		



Construction Manager/General Contractor



PROJECT:

**GRAND JUNCTION REGIONAL AIRPORT
INTERIOR IMPROVEMENTS
GRAND JUNCTION, CO**

PREPARED FOR:

**GRAND JUNCTION REGIONAL AIRPORT
GRAND JUNCTION, CO**

CD ESTIMATE

April 4, 2025

PREPARED BY: **FCI Constructors, Inc.**

FCI Constructors, Inc.

Date:

April 4, 2025

Project:

GRAND JUNCTION REGIONAL AIRPORT

INTERIOR IMPROVEMENTS

GRAND JUNCTION, CO

CD ESTIMATE

	INTERIOR UPGRADES		
	NEW CONSTR. RENOVATION TOTAL SF	- 12,237 12,237	
DESCRIPTION	TOTAL COST	COST/SF	NOTES
010000 GENERAL CONDITIONS	\$ 123,523	\$ 10.09	
020000 EXISTING CONDITIONS	\$ 22,600	\$ 1.85	
030000 CONCRETE	\$ -	\$ -	EXCLUDED
040000 MASONRY	\$ -	\$ -	EXCLUDED
050000 METALS	\$ -	\$ -	EXCLUDED
060000 WOOD & PLASTICS	\$ 217,281	\$ 17.76	
070000 THERMAL & MOISTURE PROTECTION	\$ 3,671	\$ 0.30	
080000 DOORS & WINDOWS	\$ -	\$ -	EXCLUDED
090000 FINISHES	\$ 182,287	\$ 14.90	
100000 SPECIALTIES	\$ -	\$ -	EXCLUDED
110000 EQUIPMENT	\$ -	\$ -	EXCLUDED
120000 FURNISHINGS	\$ -	\$ -	EXCLUDED
130000 SPECIAL CONSTRUCTION	\$ -	\$ -	EXCLUDED
140000 CONVEYING SYSTEMS	\$ -	\$ -	EXCLUDED
210000 FIRE PROTECTION	\$ -	\$ -	EXCLUDED
220000 PLUMBING	\$ 27,507	\$ 2.25	
230000 HVAC	\$ 1,000	\$ 0.08	
260000 ELECTRICAL	\$ 52,124	\$ 4.26	
270000 LOW VOLTAGE & SECURITY	\$ -	\$ -	EXCLUDED
310000 EARTHWORK	\$ -	\$ -	EXCLUDED
310000 EARTHWORK-BLDG	\$ -	\$ -	EXCLUDED
320000 EXTERIOR IMPROVEMENTS	\$ -	\$ -	EXCLUDED
330000 UTILITIES	\$ -	\$ -	EXCLUDED
SUBTOTAL - DIRECT COST	\$ 629,993	\$ 51.48	
CONTINGENCY	\$ 18,900	\$ 1.54	3.00%
BUILDERS RISK INSURANCE	\$ -	\$ -	NOT INCLUDED
GENERAL LIABILITY INSURANCE	\$ 7,155	\$ 0.58	1.00%
BUILDING PERMIT	\$ 5,000	\$ 0.41	
ARCHITECTURAL DESIGN & ENGINEERING (C/S/M&E)	\$ 2,500	\$ 0.20	ALLOWANCE
OWNER CONTINGENCY	\$ -	\$ -	BY OWNER
CM/GC PAYMENT/PERFORMANCE BOND	\$ 4,796	\$ 0.39	1-YR WARRANTY
CM/GC CONSTRUCTION PHASE FEE	\$ 46,784	\$ 3.82	7.00%
LOW VOLT (BY OWNER / NO MARK-UP)	\$ -	\$ -	BY OWNER
OWNERS CONTINGENCY	\$ -	\$ -	BY OWNER
TOTAL ESTIMATED CONSTRUCTION COST	\$ 715,129	\$ 58.44	

DESCRIPTION	COMMENTS/SUBCONTRACTOR	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL		TOTAL
INTERIOR IMPROVEMENTS						
020000 EXISTING CONDITIONS						
020440 HAZARDOUS MATERIALS ABATEMENT	EXCLUDED					
HAZARDOUS MATERIAL ABATEMENT		LS	-	\$	-	LS \$ -
SUBTOTAL- HAZARDOUS MATERIALS ABATEMENT					\$	-
020150 SELECTIVE DEMOLITION						
SELECTIVE REMOVALS - INTERIOR WORK*****						
DEMO EXISTING CARPET FLOORING	CARPETIME	SF	10,296.00	\$	-	SF INCLUDED
DEMO EXISTING TILE WALL BASE	CARPETIME	LF	800.00	\$	-	LF INCLUDED
DEMO BUILT IN BENCHES	FCI	LF	116.00	\$	-	LF \$ 17,600
DEMO KIOSKS	FCI	EA	6.00	\$	-	EA INCLUDED
EPOXY TILE FLOOR PREP	SEE DIV 09	SF	-	\$	-	SF \$ -
MISCELLANEOUS REMOVALS		HRS	30.00	\$	-	HRS INCLUDED
NEGATIVE AIR FANS	N/A - EXCLUDED	LS	-	\$	-	LS \$ -
TEMP WALLS	FCI	LS	1.00	\$	-	LS INCLUDED
CONCRETE CORING	SEE DIV 22/26	LS	1.00	\$	-	LS \$ -
DUMPSTERS		EA	5.00	\$	1,000.00	EA \$ 5,000
SUBTOTAL- SELECTIVE DEMOLITION					\$	22,600
020000 EXISTING CONDITIONS - TOTALS					\$	22,600

FCI Cost Worksheet

Project: GRAND JUNCTION REGIONAL AIRPORT
INTERIOR IMPROVEMENTS
GRAND JUNCTION, CO

April 4, 2025
CD ESTIMATE

SF 12,237

DESCRIPTION	COMMENTS/SUBCONTRACTOR	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL			TOTAL
INTERIOR IMPROVEMENTS							
050000 METALS							
055250 MISCELLANEOUS METALS		REF DIV. 06					
KIOSK METAL MONITOR SUPPORTS		LF	75.00	\$	-	LF	INCLUDED
HALF-WALL STEEL SUPPORTS		LF	75.00	\$	-	LF	INCLUDED
POWDER COAT MONITOR STEEL SUPPORTS		LF	75.00	\$	-	LF	INCLUDED
SUBTOTAL- STRUCTURAL STEEL							\$ -
050000 METALS - TOTALS							\$ -

FCI Cost Worksheet

Project: GRAND JUNCTION REGIONAL AIRPORT
INTERIOR IMPROVEMENTS
GRAND JUNCTION, CO

April 4, 2025
CD ESTIMATE

SF 12,237

DESCRIPTION	COMMENTS/SUBCONTRACTOR	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL
INTERIOR IMPROVEMENTS						
060000 WOOD & PLASTICS						
061100 ROUGH CARPENTRY						
MISC WALL STRAPPING/BLOCKING		LS	1.00	\$	1,500.00	LS \$ 1,500
LAYOUT/COORDINATION		HRS	10.00	\$	73.50	HRS \$ 735
CLEANUP		HRS	10.00	\$	54.60	HRS \$ 546
SUBTOTAL- ROUGH CARPENTRY						\$ 2,781
064100 ARCHITECTURAL WOOD CASEWORK						
TERMINAL KIOSKS		EA	4.00	\$	-	EA \$ 214,500
BACK DROP HALF WALL- PLAM FINISH		SF	500.00	\$	-	SF INCLUDED
BENCHES		LF	116.00	\$	-	LF INCLUDED
BENCH UPHOLSTRY		LF	116.00	\$	-	LF INCLUDED
KIOSK COUNTERTOPS - SOLID SURFACE		LF	142.00	\$	-	LF INCLUDED
BENCH COUNTERTOPS - SOLID SURFACE		EA	12.00	\$	-	EA INCLUDED
SUBTOTAL- ARCHITECTURAL WOOD CASEWORK						\$ 214,500
060000 WOOD & PLASTICS - TOTALS						\$ 217,281

FCI Cost Worksheet

Project: GRAND JUNCTION REGIONAL AIRPORT
INTERIOR IMPROVEMENTS
GRAND JUNCTION, CO

April 4, 2025
CD ESTIMATE

SF 12,237

DESCRIPTION	COMMENTS/SUBCONTRACTOR	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL
INTERIOR IMPROVEMENTS						
070000 THERMAL & MOISTURE PROTECTION						
072210 BUILDING INSULATION						
ACOUSTIC INSULATION TO INTERIOR WALLS	REF DIV 9	SF	30.00	\$ -	SF \$	-
SUBTOTAL- BUILDING INSULATION						\$ -
079100 CAULKING & SEALANTS					\$	-
CAULKING		SF	12,237.00	\$ 0.30	SF \$	3,671
SUBTOTAL- CAULKING & SEALANTS						\$ 3,671
070000 THERMAL & MOISTURE PROTECTION - TOTALS						\$ 3,671

FCI Cost Worksheet

Project: **GRAND JUNCTION REGIONAL AIRPORT
INTERIOR IMPROVEMENTS
GRAND JUNCTION, CO**

April 4, 2025
CD ESTIMATE

SF 12,237

DESCRIPTION	COMMENTS/SUBCONTRACTOR	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL
TOTAL						
TOTAL						
090000 FINISHES						
092510 DRYWALL & METAL SUPPORT FRAMING						
579						
INTERIOR WALLS- 3-5/8" STUDS*****						
10' TALL						
		LF	3.00			
3-5/8" MTL TRACK- T & B		LF	6.00	\$	-	5,812
3-5/8" MTL STUD FRAMING		LF	6.00		-	INCLUDED
U CHANNEL BRIDGING	N/A - EXCLUDED	LF	6.00	\$	-	INCLUDED
DEFLECTION CLIPS- 32" OC	N/A - EXCLUDED	EA	-	\$	-	-
CORNER BEAD TRIM		LF	12.00		-	INCLUDED
PLYWOOD SHEATHING	N/A - EXCLUDED	LF	-	\$	-	-
ADD FOR IMPACT RESISTANT GYP BD	N/A - EXCLUDED	SF	-	\$	-	-
ACOUSTIC INSULATION TO WALLS		SF	60.00		-	INCLUDED
TAPE & FINISH DW		SF	60.00	\$	-	INCLUDED
SEAL PTNS TOP & BOT	N/A - EXCLUDED	LF	12.00	\$	-	INCLUDED
PATCH GWB AT DEMO'D WALL BASE DEMO		LS	1.00	\$	-	INCLUDED
LAYOUT/COORDINATION		HRS	8.00	\$	73.50	588
CLEANUP		HRS	8.00	\$	54.60	437
FINAL CLEANING		LS	12,237.00	\$	2.00	24,474
SUBTOTAL- DRYWALL & METAL SUPPORT FRAMING						
\$ 31,311						
096500 RESILIENT FLOORING						
6" RUBBER BASE - RB-1	N/A - EXCLUDED	LF	-	\$	-	-
TILE BASE - ALT ACCEPTED	CARPETIME	LF	800.00	\$	-	100,803
RESILIENT TILE FLOORING - RT1		SF	770.00	\$	-	INCLUDED
FLOOR PREP- ALLOW		SF	770.00	\$	-	INCLUDED
SUBTOTAL- RESILIENT FLOORING						
\$ 100,803						
096800 CARPETING						
CARPET TILE - CP1	CARPETIME	SY	436.09	\$	-	INCLUDED
CARPET TILE - CP2		SY	23.87	\$	-	INCLUDED
FLOOR PREP- ALLOW		SF	12,419.00	\$	-	INCLUDED
TILE BLASTING AND LEVELING	TRUE FINISHING	SF	1,750.00	\$	-	27,042
CLEANUP		HRS	80.00	\$	54.60	4,368
SUBTOTAL- RESILIENT FLOORING						
\$ 31,410						
099010 PAINT						
INNOVATIVE						
PAINT DRYWALL PTNS- LATEX-SINGLE COLOR	PAINT ALL WALLS - 10' HT	SF	7,934.30	\$	-	17,810
PAINT DRYWALL SOFFITS	N/A - EXCLUDED	SF	-	\$	-	-
PAINT TIMBER BEAMS	N/A - EXCLUDED	EA	-	\$	-	-
PAINT DOOR FRAMES	N/A - EXCLUDED	EA	-	\$	-	-
PAINT HM DOORS	N/A - EXCLUDED	EA	-	\$	-	-
TOUCH UP PAINTING		HR	16.00	\$	59.60	954
SUBTOTAL- PAINTING & WALLCOVERING						
\$ 18,764						
090000 FINISHES - TOTALS						
\$ 182,287						

FCI Cost Worksheet

Project: GRAND JUNCTION REGIONAL AIRPORT
INTERIOR IMPROVEMENTS
GRAND JUNCTION, CO

April 4, 2025
CD ESTIMATE

SF 12,237

DESCRIPTION	COMMENTS/SUBCONTRACTOR	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL		TOTAL
INTERIOR IMPROVEMENTS								
100000 SPECIALTIES								
102600 WALL & CORNER PROTECTION								
CORNER GUARDS- 48"- SURFACE MOUNTED	N/A - EXCLUDED	EA	-	\$	-	EA	\$	-
SUBTOTAL- WALL & CORNER PROTECTION							\$	-
104010 IDENTIFYING DEVICES (SIGNAGE)								
ROOM SIGNS	N/A - EXCLUDED	EA	-	\$	-	EA	\$	-
SUBTOTAL- INDENTIFYING DEVICES							\$	-
105220 FIRE EXTINGUISHERS & CABS								
FIRE EXTINGUISHERS	N/A - EXCLUDED	EA	-	\$	-	EA	\$	-
FIRE EXTINGUISHER CABINETS- PTD STEEL	N/A - EXCLUDED	EA	-	\$	-	EA	\$	-
CABINET, DOOR & TRIM								
SUBTOTAL- FIRE EXTINGUISHERS & CABINETS							\$	-
100000 SPECIALTIES - TOTALS							\$	-

FCI Cost Worksheet

Project: GRAND JUNCTION REGIONAL AIRPORT
INTERIOR IMPROVEMENTS
GRAND JUNCTION, CO

April 4, 2025
CD ESTIMATE

SF 12,237

DESCRIPTION	COMMENTS/SUBCONTRACTOR	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL				TOTAL
INTERIOR IMPROVEMENTS								
22/230000 MECHANICAL								
224100 PLUMBING								
CORING FOR WASTE/WATER LINES - 3"	KLEEN KUT	EA	2.00	\$	-	EA	\$	500
WATER LINE AND FLOOR DRAIN	COMFORT AIR	LS	1.00	\$	-	LS	\$	27,007
SUBTOTAL- PLUMBING							\$	27,507
230000 HVAC								
HVAC MODIFICATIONS	MECH CHASE ABOVE BENCH	LS	1.00	\$	-	LS	\$	1,000
SUBTOTAL- HVAC							\$	1,000
22/230000 MECHANICAL - TOTALS							\$	28,507

FCI Cost Worksheet

Project: GRAND JUNCTION REGIONAL AIRPORT
INTERIOR IMPROVEMENTS
GRAND JUNCTION, CO

April 4, 2025
CD ESTIMATE

SF 12,237

DESCRIPTION	COMMENTS/SUBCONTRACTOR	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL		TOTAL
INTERIOR IMPROVEMENTS						
260000 ELECTRICAL						
261100 ELECTRICAL WORK	CANYON					
ELECTRICAL WORK*****		LS	1.00	LS	\$	42,500
DEMO/MAKE-SAFE		LS	1.00	\$ -	LS	INCLUDED
FLOOR BOXES	POWER & DATA CORES	LS	1.00	\$ -	LS	INCLUDED
RACEWAYS	CONDUIT	LS	1.00	\$ -		INCLUDED
LOW VOLT ROUGH-IN		LS	1.00	\$ -	LS	INCLUDED
CORING		LS	1.00	\$ -	LS	INCLUDED
SLAB GPR		LS	1.00	\$ 4,500.00	LS \$	4,500
LAYOUT/COORDINATION		HRS	40.00	\$ 73.50	HRS \$	2,940
CLEANUP		HRS	40.00	\$ 54.60	HRS \$	2,184
SUBTOTAL- ELECTRICAL					\$	52,124
260000 ELECTRICAL - TOTALS					\$	52,124

FCI Cost Worksheet

Project: GRAND JUNCTION REGIONAL AIRPORT
INTERIOR IMPROVEMENTS
GRAND JUNCTION, CO

April 4, 2025
CD ESTIMATE

SF 12,237

DESCRIPTION	COMMENTS/SUBCONTRACTOR	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL		TOTAL
INTERIOR IMPROVEMENTS						
270000/ 280000 SPECIAL SYSTEMS	EXCLUDED					
271000 COMMUNICATIONS & DATA SYSTEMS						
WIRING & CABLE- INCL TERMINATIONS		SF		\$	-	\$ -
SUBTOTAL- COMMUNICATIONS & DATA SYSTEMS					\$	-
281115 ACCESS CONTROL SYSTEM	EXCLUDED					
WIRING & CABLE		LS	-	\$	-	\$ -
EQUIPMENT		LS	-	\$	-	\$ -
SUBTOTAL- ACCESS CONTROL SYSTEM					\$	-
281210 SECURITY SYSTEM	EXCLUDED					
WIRING & CABLE		LS	-	\$	-	\$ -
EQUIPMENT		LS	-	\$	-	\$ -
SUBTOTAL- SECURITY SYSTEM					\$	-
270000/ 280000 SPECIAL SYSTEMS - TOTALS					\$	-

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	Fire Panel & Suppression System Improvement Project		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Authorize the Executive Director to execute a task order with FCI under the on-call General Contractor contract for fire panel and suppression system improvements at an estimated project cost of \$500,000, including owner's contingency.		
SUMMARY:	<p>This project represents fire suppression system improvements and the relocation of the current fire panel to a more accessible area, as it is currently located within a leased area with limited access. This project is a required life safety system improvement that has been planned to be completed at the same time as the passenger loading bridge project. This project is on a separate task order because staff planned for this project to be Airport funded. Unlike the passenger loading bridge project, which is 100% eligible for grant funding, only a portion of this project is eligible for grant funding and meeting the grant funding requirements makes this relatively small and simple project more complex and expensive.</p> <p>The FCI contract price estimate is \$476,388 plus owner's contingency of 5% (\$23,612) for a total estimated project cost of \$500,000. This project will be completed concurrently with the other terminal improvements (IT/Basement, interior refresh, and passenger boarding bridge replacement).</p>		
REVIEWED BY:	Executive Director and Legal Counsel		
FISCAL IMPACT:	Total Project Cost Estimate - \$500,000 Included in 2025 Airport Capital Budget		
ATTACHMENTS:	CD Estimate		
STAFF CONTACT:	Ben Peck bpeck@gjairport.com Office: 970-248-8589		



PROJECT:

**GRAND JUNCTION REGINAL AIRPORT
FIRE ALARM REPLACEMENT
GRAND JUNCTION, CO**

PREPARED FOR:

**GRAND JUNCTION REGINAL AIRPORT
GRAND JUNCTION, CO**

GMP ESTIMATE

April 10, 2025

PREPARED BY:



Project General Information

- Anticipated construction start in June 2025.
- Anticipated construction duration of 4 months.
- State and Local permit costs

General Clarifications

- This GMP estimate is based on:
 - Grand Junction Regional Airport Fire Alarm System – Revision #1 by Commercial Specialists, Inc. Dated 3/24/2025.
- Sales and Use taxes are not included. The Owner will need to provide tax exempt documents for FCI to apply for tax exempt certification for the project.
- A Payment/Performance Bond is included.
- Builders Risk Insurance is by Owner.
- General Liability Insurance is included.
- FCI is carrying a 3.00% Construction Contingency.
- State Permit costs are included.
- Local building permit costs are included.
- Testing and abatement of any hazardous materials is specifically excluded.
- This GMP pricing represents specifically identified construction costs only. Therefore, all other costs identified as “Owner’s Costs” are not included. The following items are considered Owner’s Costs:
 - Owner administrative costs or fees.
 - Legal fees or expenses.
 - The supply and installation of F. F. & E. items (Furniture, Fixtures, and Equipment) unless noted otherwise.
 - Artwork or exhibits.
 - Owner’s Contingency.
 - Telephone/data equipment (telephone switching, handsets, PBX units, computers, network servers, printers, scanners, etc.)
 - Costs (materials, equipment, systems) associated with LEED or Green Globes certification.
 - Material Testing or Special Inspections.
 - Third Party commissioning costs.

Specific Clarifications – All Areas

- Building Information Modeling has been excluded.
- Any replacement of door hardware, mag hold opens, mag locks, or any modifications to door

hardware is excluded.

- Any Fire/Smoke Dampers are excluded.
- Includes new duct detectors.
- Excludes any replacement of mechanical system accessories or equipment.
- Programming or re-programming of mechanical systems is not included.
- Fire sprinkler work including any flow or tamper switches are excluded.
- Excludes any telecom, security or A/V equipment work or programming.
- Controls and programming of building automation systems is not included.
- Does not include Davis Bacon wages.

End of Clarifications and Assumptions

FCI Constructors, Inc.

Date: 4/10/25

April 10, 2025

Project:

GRAND JUNCTION REGINAL AIRPORT

FIRE ALARM REPLACEMENT

GRAND JUNCTION, CO

GMP ESTIMATE

	GMP ESTIMATE		
	NEW CONSTR. RENOVATION TOTAL SF	76,000 - 76,000	
DESCRIPTION	TOTAL COST	COST/SF	NOTES
010000 GENERAL CONDITIONS	\$ 46,015	\$ 0.61	
020000 EXISTING CONDITIONS	\$ 17,000	\$ 0.22	
030000 CONCRETE	\$ -	\$ -	N/A - EXCLUDED
040000 MASONRY	\$ -	\$ -	N/A - EXCLUDED
050000 METALS	\$ -	\$ -	N/A - EXCLUDED
060000 WOOD & PLASTICS	\$ -	\$ -	N/A - EXCLUDED
070000 THERMAL & MOISTURE PROTECTION	\$ -	\$ -	N/A - EXCLUDED
080000 DOORS & WINDOWS	\$ -	\$ -	N/A - EXCLUDED
090000 FINISHES	\$ 30,035	\$ 0.40	
100000 SPECIALTIES	\$ -	\$ -	N/A - EXCLUDED
110000 EQUIPMENT	\$ -	\$ -	N/A - EXCLUDED
120000 FURNISHINGS	\$ -	\$ -	N/A - EXCLUDED
130000 SPECIAL CONSTRUCTION	\$ -	\$ -	N/A - EXCLUDED
140000 CONVEYING SYSTEMS	\$ -	\$ -	N/A - EXCLUDED
210000 FIRE PROTECTION	\$ -	\$ -	N/A - EXCLUDED
220000 PLUMBING	\$ -	\$ -	N/A - EXCLUDED
230000 HVAC	\$ -	\$ -	N/A - EXCLUDED
260000 ELECTRICAL	\$ 328,153	\$ 4.32	
27/280000 LOW VOLTAGE & SECURITY	\$ -	\$ -	N/A - EXCLUDED
310000 EARTHWORK	\$ -	\$ -	N/A - EXCLUDED
310000 EARTHWORK-BLDG	\$ -	\$ -	N/A - EXCLUDED
320000 EXTERIOR IMPROVEMENTS	\$ -	\$ -	N/A - EXCLUDED
330000 UTILITIES	\$ -	\$ -	N/A - EXCLUDED
SUBTOTAL - DIRECT COST	\$ 421,203	\$ 5.54	
CONSTRUCTION CONTINGENCY	\$ 12,636	\$ 0.17	3.00%
BUILDERS RISK INSURANCE	\$ -	\$ -	BY OWNER
GENERAL LIABILITY INSURANCE	\$ 4,764	\$ 0.06	1.00%
BUILDING PERMIT	\$ 2,850	\$ 0.04	
GJFD PERMIT	\$ 590	\$ 0.01	
CM/GC PAYMENT/PERFORMANCE BOND	\$ 3,179	\$ 0.04	(1) YEAR
CM/GC CONSTRUCTION PHASE FEE	\$ 31,166	\$ 0.41	7.00%
TOTAL ESTIMATED CONSTRUCTION COST	\$ 476,388	\$ 6.27	

FCI Cost Worksheet

Project: **GJRA Fire Alarm Replacement**

Div. 1: GENERAL CONDITIONS

Original Design										
DESCRIPTION	QUANTITY	UNIT	PRICE	MATERIAL	MATERIAL TAX	PRICE	EQUIP/SUB	PRICE	LABOR	TOTAL
ONSITE MANAGEMENT										
PROJECT MANAGER	3.0	WKS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,460.00	\$ 16,380.00	\$ 16,380.00
SUPERINTENDENT	3.0	WKS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,872.00	\$ 14,616.00	\$ 14,616.00
PROJECT ENGINEER	2.0	WKS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,864.00	\$ 7,728.00	\$ 7,728.00
FOREMAN	0.0	WKS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TEMPORARY FACILITIES										
OFFICE	1.0	MO	\$ 1,100.00	\$ 1,100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,100.00
STORAGE VAN	1.0	MO	\$ 225.00	\$ 225.00	\$ -	INSTALL	700.00	\$ -	\$ -	\$ 225.00
STORAGE VAN	1.0	MO	\$ 125.00	\$ 125.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125.00
CELL PHONE	1.0	MO	\$ 200.00	\$ 200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200.00
OFFICE PHONE/INTERNET	1.0	MO	\$ 250.00	\$ 250.00	\$ -	INSTALL	\$ -	\$ -	\$ -	\$ 250.00
INFORMATION TECHNOLOGY	1.0	MO	\$ 600.00	\$ 600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600.00
COPIER	1.0	MO	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
TEMP TOILET	1.0	MO	\$ -	\$ -	\$ -	\$ 100.00	\$ 100.00	\$ -	\$ -	\$ 100.00
TEMP WATER	1.0	MO	\$ -	\$ -	\$ -	\$ 100.00	\$ 100.00	\$ -	\$ -	\$ 100.00
TEMP FENCE	0.0	MO	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
COST OF WORK										\$ -
EQUIPMENT										
PICKUP RENT	1.0	MO	\$ 541.25	\$ 541.25	\$ -	\$ 1,700.00	\$ 1,700.00	\$ -	\$ -	\$ 2,241.25
MISCELLANEOUS										
OFFICE SUPPLIES	1.0	MO	\$ 300.00	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300.00
SAFETY	1.0	MO	\$ 200.00	\$ 200.00	\$ -	\$ -	\$ -	\$ 100.00	\$ 100.00	\$ 300.00
BADGING FEES	1.0	MO	\$ 750.00	\$ 750.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 750.00
TOTALS			\$ 4,291.25 \$ -			\$ 3,600.00		\$ 38,824.00		\$ 46,015.25

FCI Cost Worksheet

Project: GRAND JUNCTION REGINAL AIRPORT
FIRE ALARM REPLACEMENT
GRAND JUNCTION, CO

April 10, 2025
GMP ESTIMATE

SF 76,000

DESCRIPTION	COMMENTS/SUBCONTRACTOR	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL		TOTAL	
020000 EXISTING CONDITIONS							
024100 DEMOLITION	FCI						
PLATFORM FOR WORK ON RAMP UP TO LOADING GATES		LS	1	\$ 5,000.00	LS	\$	5,000
CLEANUP		LS	1	\$ 2,000.00	LS	\$	2,000
SCISSOR LIFT FOR HIGH CEILING AREAS		MO	2	\$ 5,000.00	MO	\$	10,000
SUBTOTAL- DEMOLITION						\$	17,000
020000 EXISTING CONDITIONS - TOTALS						\$	17,000

FCI Cost Worksheet

Project: GRAND JUNCTION REGINAL AIRPORT
FIRE ALARM REPLACEMENT
GRAND JUNCTION, CO

April 10, 2025
GMP ESTIMATE

SF 76,000

DESCRIPTION	COMMENTS/SUBCONTRACTOR	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL		TOTAL	
090000 FINISHES							
092510 DRYWALL & METAL SUPPORT FRAMING	FCI						
DRYWALL CEILINGS-SINGLE LAYER							
REMOVE/REPAIR SECTIONS OF DRYWALL CEILING FOR NEW DEVICES		EA	10.00	\$	425.00	EA	\$ 4,250
SUBTOTAL- DRYWALL & METAL SUPPORT FRAMING						\$	4,250
095110 ACOUSTICAL CEILINGS	FCI						
2X4 ACT CEILINGS - NEW TILES AT DEVICE LOCATIONS	Supply and Install	EA	60.00	\$	247.00	EA	\$ 14,820
4" SLAT CEILING	Remove and Reinstall	EA	11.00	\$	815.00	EA	\$ 8,965
SUBTOTAL- ACOUSTICAL CEILINGS						\$	23,785
099123 INTERIOR PAINTING	FCI						
TOUCH UP PAINTING		LS	\$ 1.00	\$	2,000.00	LS	\$ 2,000
SUBTOTAL- INTERIOR PAINTING						\$	2,000
090000 FINISHES - TOTALS						\$	30,035

FCI Cost Worksheet

Project: GRAND JUNCTION REGINAL AIRPORT
FIRE ALARM REPLACEMENT
GRAND JUNCTION, CO

April 10, 2025
GMP ESTIMATE

SF 76,000

DESCRIPTION		COMMENTS/SUBCONTRACTOR	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL		TOTAL
260000	ELECTRICAL						
261100	ELECTRICAL WORK	CANYON ELECTRIC					
	ELECTRICAL WORK		SF		\$	-	325,200
	DEMO EXISTING DEVICES		LS		\$	-	INCLUDED
	STATE PERMIT		LS		\$	-	INCLUDED
	FIRE ALARM SYSTEM		SF		\$	-	INCLUDED
	LOW VOLT RACEWAYS AND CABLING		HRS		\$	-	INCLUDED
	LAYOUT/COORDINATION		HRS	20.00	\$	73.50	1,470
	DUMPSTERS		PULLS	0.50	\$	1,000.00	500
	CLEANUP		HRS	18.00	\$	54.60	983
	SUBTOTAL- ELECTRICAL					\$	328,153
260000	ELECTRICAL - TOTALS					\$	328,153

Grand Junction Regional Airport Authority
Agenda Item Summary

TOPIC:	CDOT Internship Grant		
PURPOSE:	Information <input checked="" type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Adopt resolution no. 2025-005 to accept the grant from the Colorado Division of Aeronautics for internship positions at the Airport.		
SUMMARY:	<p>Airport staff applied for a State Aviation Grant that will help fund the salaries of two full-time intern positions: one Airport Operations Intern and one Administration Intern. This grant will provide 50% of the gross wage cost of both interns. The other 50%, plus employment taxes, will be funded by the Airport Authority. This internship program will be for a period of (1) one year and will provide two individuals the opportunity to work and learn through hands-on experience in Airport Operations or Administration at the Airport.</p> <p>The Airport has successfully utilized this program in the past, employing multiple interns in various departments. The State has expressed its excitement in the valuable Part 139 experience this offers to the candidates.</p> <p>A detailed internship program and work schedule have been developed to help guide the interns through their experience at the Airport. Staff is recruiting interns now and plans to make job offers to successful applicants in May. The internship positions and grant revenues were included in the 2025 budget estimates.</p>		
REVIEWED BY:	Executive Director and Legal Counsel		
FISCAL IMPACT:	Total Gross Wage Cost – 2 full-time positions - \$74,880 State – \$37,440 Local - \$37,440		
ATTACHMENTS:	1. Resolution 2025-005 2. Colorado Division of Aeronautics – Resolution and Grant Documents		
STAFF CONTACT:	Sarah Menge smenge@gairport.com Office: 970-248-8584		



Colorado Division of Aeronautics Discretionary Aviation Grant Resolution

RESOLUTION

WHEREAS:

The General Assembly of the State of Colorado declared in Title 43 of the Colorado Revised Statutes, Article 10, 1991 in CRS §43-10-101 (the Act) "... that there exists a need to promote the safe operations and accessibility of general aviation in this state; that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of this state is crucial in the event of a medical or other type of emergency..."

The Act created the Colorado Aeronautical Board ("the Board") to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics ("the Division") to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. SEE CRS §43-10-103 and C.R.S. §43-10-105 and CRS §43-10-108.5 of the Act.

Any eligible entity operating an FAA-designated public-use airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports and request assistance by means of a Resolution passed by the applicant's duly-authorized governing body, which understands that all funds shall be used exclusively for aviation purposes and that it will comply with all grant procedures, grant assurances and requirements as defined in the Division's Programs and Procedures Manual, ("the Manual") and the Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding ("Grant Assurances") attached hereto as **Exhibit B** for the project detailed in the Discretionary Aviation Grant Application ("Application") attached hereto as **Exhibit A** and in conjunction with CDOT's Small Dollar Grant Award Terms and Conditions attached hereto as **Exhibit C**.

NOW, THEREFORE, BE IT RESOLVED THAT:

The **Grand Junction Regional Airport Authority**, as a duly authorized governing body of the grant applicant, hereby formally requests assistance from the Colorado Aeronautical Board and the Division of Aeronautics in the form of a state aviation system grant. The **Grand Junction Regional Airport Authority** states that such grant shall be used solely for aviation purposes, as determined by the State, and as generally described in the Application.

By signing this Grant Resolution, the applicant commits to keep open and accessible for public use all grant funded facilities, improvements and services for their useful life, as determined by the Division and stated in the Grant Assurances.

FURTHER BE IT RESOLVED:

That the **Grand Junction Regional Airport Authority** hereby designates **Angela Padalecki** as the Project Director, as described in the Manual and authorizes the Project Director to act in all matters relating to the work project proposed in the Application, including execution of any amendments.

FURTHER:

The **Grand Junction Regional Airport Authority** has appropriated or will otherwise make available in a timely manner all funds, if any, that are required to be provided by the applicant as shown on the Application.

FINALLY:

The **Grand Junction Regional Airport Authority** hereby accepts all guidelines, procedures, standards, and requirements described in the Manual as applicable to the performance of the grant work and hereby approves this Grant Resolution, including all terms and conditions contained therein.

By: _____

Date: _____

Print Name and Title: _____

ATTEST (if needed)

By: _____

Print Name and Title: _____

EXHIBIT A



Colorado Division of Aeronautics Discretionary Aviation Grant Application

APPLICANT INFORMATION

APPLICANT SPONSOR: Grand Junction Regional Airport Authority	AIRPORT: Grand Junction Regional Airport	IDENTIFIER: GJT
PROJECT DIRECTOR: Angela Padalecki		
MAILING ADDRESS: 2828 Walker Field Dr., Ste 301 Grand Junction, CO 81506	EMAIL ADDRESS:	apadalecki@gjairport.com
	PHONE NUMBER:	9708521247

GRANT NAME AND TERMS

25-GJT-I01	TERMS	
	Execution Date:	Expiration Date: December 31, 2026

FUNDING SUMMARY

Funding Source	Funding Amount
State Aviation Grant:	\$37,440.00
Local Cash:	\$37,440.00
Local In-Kind:	\$0.00
Federal Aviation Grant:	\$0.00
Total Project Funding:	\$74,880.00

PROJECT SCHEDULE & BUDGET

ELEMENT DESCRIPTION	STATE FUNDING		LOCAL FUNDING		FEDERAL FUNDING		TOTAL
A. Administrative Internship	\$18,720.00	Up to 50.00%	\$18,720.00	50.00%	\$0.00	0.00%	\$37,440.00
B. Operations Internship	\$18,720.00	Up to 50.00%	\$18,720.00	50.00%	\$0.00	0.00%	\$37,440.00
TOTALS	\$37,440.00		\$37,440.00		\$0.00		\$74,880.00

EXHIBIT B, GRANT ASSURANCES

Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding

Approved by CAB January 22, 2018

I. APPLICABILITY

- a. These assurances shall be complied with by Airport Sponsors in the performance of all projects at airports that receive Colorado Department of Transportation – Division of Aeronautics (Division) Colorado Discretionary Aviation Grant (CDAG) funding for projects including but not limited to: master planning, land acquisition, equipment acquisition or capital improvement projects (Project). It is not the intent of these Assurances to expand existing Federal Aviation Administration (FAA) Grant Assurances for airports included in the National Plan of Integrated Airport Systems (NPIAS); as similar assurances already exist for acceptance of FAA funding.
- b. Upon acceptance of this grant agreement these assurances are incorporated in and become a part thereof.

II. DURATION

- a. The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the Project as defined in Table 1 (Useful Life), or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion, whichever period is greater. However, there shall be no limit on the duration of the assurances with respect to real property acquired with CDAG Project funds.

III. COMPLIANCE

- a. Should an Airport Sponsor be notified to be in non-compliance with any terms of this agreement, they may become ineligible for future Division funding until such non-compliance is cured.
- b. If any Project is not used for aviation purposes during its Useful Life, or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion or at any time during the estimated useful life of the Project as defined in Table 1, whichever period is greater, the Airport Sponsor may be liable for repayment to the Division of any or all funds contributed by the Division under this agreement. If the airport at which the Project is constructed is abandoned for any reason, the Division may in its discretion discharge the Airport Sponsor from any repayment obligation upon written request by the Airport Sponsor.

IV. AIRPORT SPONSOR GRANT ASSURANCES

1. **Compatible Land Use.** Compatible land use and planning in and around airports benefits the state aviation system by providing opportunities for safe airport development, preservation of airport and aircraft operations, protection of airport approaches, reduced potential for litigation and compliance with appropriate airport design standards. The airport will take appropriate action, to the extent reasonable, to restrict the use of land adjacent to, in the immediate vicinity of, or on the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.
2. **On-Airport Hazard Removal and Mitigation.** The airport will take appropriate action to protect aircraft operations to/from the airport and ensure paths are adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
3. **Safe, Efficient Use, and Preservation of Navigable Airspace.** The airport shall comply with 14 CFR Part 77 for all future airport development and anytime an existing airport development is altered.
4. **Operation and Maintenance.** In regards to Projects that receive Division funding, the airport sponsor certifies that it has the financial or other resources that may be necessary for the preventive maintenance, maintenance, repair and operation of such projects during their Useful Life.

The airport and all facilities which are necessary to serve the aeronautical users of the airport shall be operated at all times in a safe and serviceable condition. The airport will also have in effect arrangements for:

- a. Operating the airport's aeronautical facilities whenever required;
 - b. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - c. Promptly notifying airmen of any condition affecting aeronautical use of the airport.
5. **Airport Revenues.** All revenues generated by the airport will be expended by it for the capital or operating costs of the airport, the local airport system, or other local facilities owned or operated by the owner or operator of the airport for aviation purposes.
6. **Airport Layout Plan (ALP).** Once accomplished and as otherwise may be required to develop, it will keep up-to-date a minimum of an ALP of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing improvements thereon.
7. **Use for Aviation Purposes.** The Airport Sponsor shall not use runways, taxiways, aprons, seeded areas or any other appurtenance or facility constructed, repaired, renovated or maintained under the terms of this Agreement for activities other than aviation purposes unless otherwise exempted by the Division.

TABLE 1

Project Type	Useful Life
a. All construction projects (unless listed separately below)	20 years
b. All equipment and vehicles	10 years
c. Pavement rehabilitation (not reconstruction, which is 20 years)	10 years
d. Asphalt seal coat, slurry seal, and joint sealing	3 years
e. Concrete joint replacement	7 years
f. Airfield lighting and signage	10 years
g. Navigational Aids	15 years
h. Buildings	40 years
i. Land	Unlimited

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MODEL SMALL DOLLAR GRANT AWARDS AND CONTENT

This is a State Controller Contract, Grant, and Purchase Order Policy under the State Fiscal Rules. All Small Dollar Grant Awards shall use one of the approved models Small Dollar Grant Award or Grant Agreement forms described in Fiscal Rule 3-4 unless the State Agency or Institution of Higher Education (IHE) has obtained the prior written approval from the Office of the State Controller (OSC).

1) Available Model Small Dollar Grant Awards. The following model Small Dollar Grant Awards may be used by State Agencies and IHEs without additional approval from the OSC:

- a. Financial System Generated Small Dollar Grant Awards.** This model is the system-generated document resulting from a Colorado Operations Resource Engine (CORE) POGG1 encumbrance or through another approved state financial system, which also explicitly references a link to the State of Colorado Small Dollar Grant Award Terms and Conditions that are attached to this policy. This model does not include other documents with a similar or the same appearance as one of these documents that is not generated within the financial system
- b. Other Approved Forms.** A State Agency or IHE, at the discretion of the State Agency's or IHE's Procurement Official or State Controller delegate, may request other approved forms from the OSC.
- c. Backup Forms.** If CORE or the approved state financial system used by the State Agency or IHE is unavailable for an extended period of time when a Small Dollar Grant Award must be issued, the State Agency or IHE, with the prior approval of the OSC, may use a backup form with the same or substantially similar appearance as one of the documents described in §1)a.

2) Modifications of Model Small Dollar Grant Awards. A State Agency or Institution of Higher Education issuing a Small Dollar Grant Award may not modify the State of Colorado Small Dollar Grant Award Terms and Conditions attached to this policy, including Addendum 1: Additional Terms & Conditions for Information Technology ("Addendum"), in any way without prior written approval of the OSC.

- a. Exception.** The Office of Information Technology (OIT) may modify the provisions of Addendum for the State of Colorado Small Dollar Grant Awards specifically issued by OIT with the prior written approval of the Procurement Official of OIT or authorized delegate, without obtaining additional approval from OSC.
- b. Unauthorized Modifications.** Except as described in §2)a., the failure of a State Agency or IHE to obtain approval from the OSC prior to issuing a Small Dollar Grant Award with modified the State of Colorado Small Dollar Grant Award Terms and Conditions shall constitute a violation of Fiscal Rule 3-4, §§ 4.1.7. and 5.1.

3) Small Dollar Grant Award Exhibits and References. All Small Dollar Grant Awards shall either include or specifically reference the State of Colorado Small Dollar Grant Award Terms and Conditions by hyperlink or, if modified in accordance with §2), attach the modified State of Colorado Small Dollar Grant Award Terms and Conditions and shall clarify on the Small Dollar Grant Award that the attached modified State of Colorado Small Dollar Grant Award Terms and Conditions shall govern the Small Dollar Grant Award in lieu of the State of Colorado Small Dollar Grant Award Terms and Conditions referenced by hyperlink. Small Dollar Grant Awards shall also include any additional exhibits, based on the nature of the work performed under the Small Dollar Grant Award, as required by any other state

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and/or federal agency with authority over that type of work or by any entity providing funding for the Small Dollar Grant Award, including, but not limited to, the following:

- a. Additional information technology provisions required by OIT.
- b. Additional provisions required to comply with the Office of Management and Budget Uniform Guidance, or the Federal Funding Accountability and Transparency Act, or any other applicable federal terms and conditions.
- c. Any federally required attachments relating to confidential information, such as a Health Information Portability and Accountability Act (HIPAA) Business Associate Addendum or a Federal Tax Information Exhibit.



**Robert Jaros, CPA, MBA, JD State
Controller**

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State of Colorado Small Dollar Grant Award Terms and Conditions

1. **Offer/Acceptance.** This Small Dollar Grant Award, together with these terms and conditions (including, if applicable, Addendum 1: Additional Terms and Conditions for Information Technology below), and any other attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference (collectively the "Agreement") shall represent the entire and exclusive agreement between the State of Colorado, by and through the agency identified on the face of the Small Dollar Grant Award ("State") and the Subrecipient identified on the face of the Small Dollar Grant Award ("Grantee"). If this Agreement refers to Grantee's bid or proposal, this Agreement is an ACCEPTANCE of Grantee's OFFER TO PERFORM in accordance with the terms and conditions of this Agreement. If a bid or proposal is not referenced, this Agreement is an OFFER TO ENTER INTO AGREEMENT, subject to Grantee's acceptance, demonstrated by Grantee's beginning performance or written acceptance of this Agreement. Any COUNTER-OFFER automatically CANCELS this Agreement, unless a change order is issued by the State accepting a counter-offer. Except as provided herein, the State shall not be responsible or liable for any Work performed prior to issuance of this Agreement. The State's financial obligations to the Grantee are limited by the amount of Grant Funds awarded as reflected on the face of the Small Dollar Grant Award.
2. **Order of Precedence.** In the event of a conflict or inconsistency within this Agreement, such conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority: (1) the Small dollar Grant Award document; (2) these terms and conditions (including, if applicable, Addendum 1 below); and (3) any attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference. Notwithstanding the above, if this Agreement has been funded, in whole or in part, with a Federal Award, in the event of a conflict between the Federal Grant and this Agreement, the provisions of the Federal Grant shall control. Grantee shall comply with all applicable Federal provisions at all times during the term of this Agreement. Any terms and conditions included on Grantee's forms or invoices not included in this Agreement are void.
3. **Changes.** Once accepted in accordance with §1, this Agreement shall not be modified, superseded or otherwise altered, except in writing by the State and accepted by Grantee.
4. **Definitions.** The following terms shall be construed and interpreted as follows: (a) "Award" means an award by a Recipient to a Subrecipient; (b) "Budget" means the budget for the Work described in this Agreement; (c) "Business Day" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in CRS §24-11-101(1); (d) "UCC" means the Uniform Commercial Code in CRS Title 4; (e) "Effective Date" means the date on which this Agreement is issued as shown on the face of the Small Dollar Grant Award; (f) "Federal Award" means an award of federal financial assistance or a cost-reimbursement contract, by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award, which terms and conditions shall flow down to the Award unless such terms and conditions specifically indicate otherwise. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program; (g) "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient; (h) "Grant Funds" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement; (i) "Matching Funds" mean the funds provided by the Grantee to meet cost sharing requirements described in this Agreement; (j) "Recipient" means the State agency identified on the face of the Small Dollar Grant Award; (k) "Subcontractor" means third parties, if any, engaged by Grantee to aid in performance of the Work; (l) "Subrecipient" means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a program, but does not include an individual that is a beneficiary of such program; (m) "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, identified as the 2 C.F.R. (Code of Federal Regulations) Part 200, commonly known as the "Super Circular," which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular a-50 on Single Audit Act follow-up; and (n) "Work" means the goods delivered or services, or both, performed pursuant to this Agreement and identified as Line Items on the face of the Small Dollar Grant Award.
5. **Delivery.** Grantee shall furnish the Work in strict accordance with the specifications and price set forth in this Agreement. The State shall have no liability to compensate Grantee for the performance of any Work not specifically set forth in the Agreement.
6. **Rights to Materials.** *[Not Applicable to Agreements issued either in whole in part for Information Technology, as defined in CRS § 24-37.5-102(2); in which case Addendum 1 §2 applies in lieu of this section.]* Unless specifically stated otherwise in this Agreement, all materials, including without limitation supplies, equipment, documents, content, information, or other material of any type, whether tangible or intangible (collectively "Materials"), furnished by the State to Grantee or delivered by Grantee to the State in performance of its obligations under this Agreement shall be the exclusive property the State. Grantee shall return or deliver all Materials to the State upon completion or termination of this Agreement.
7. **Grantee Records.** Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work (including, but not limited to the operation of programs) performed under this Agreement (collectively "Grantee Records"). Unless otherwise specified by the State, the Grantee shall retain Grantee Records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims or audit finding have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight, or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property. Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State. The State, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement, and the State shall have the right, in its discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State will monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. Grantee shall promptly submit to the State a copy of any final audit report of an audit performed

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on Grantee Records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee, a State agency or the State's authorized representative, or a third party. If applicable, the Grantee may be required to perform a single audit under 2 CFR 200.501, *et seq.* Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. Reporting. If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State. Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

9. Conflicts of Interest. Grantee acknowledges that with respect to this Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of Grantee's obligations to the State under this Agreement. If a conflict or appearance of a conflict of interest exists, or if Grantee is uncertain as to such, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement. Grantee certifies that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's Services and Grantee shall not employ any person having such known interests.

10. Taxes. The State is exempt from federal excise taxes and from State and local sales and use taxes. The State shall not be liable for the payment of any excise, sales, or use taxes imposed on Grantee. A tax exemption certificate will be made available upon Grantee's request. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

11. Payment. Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Document Total shown on the face of the Small Dollar Grant Award. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in this Agreement. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State. The State shall pay Grantee for all amounts due within 45 days after receipt of an Awarding Agency's approved invoicing request, or in instances of reimbursement grant programs a request for reimbursement, compliant with Generally Accepted Accounting Principles (GAAP) and, if applicable Government Accounting Standards Board (GASB) of amount requested. Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to the State's obligation to pay all or a portion of the amount due. Grantee shall invoice the State separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate. The acceptance of an invoice shall not constitute acceptance of any Work performed under this Agreement. Except as specifically agreed in this Agreement, Grantee shall be solely responsible for all costs, expenses, and other charges it incurs in connection with its performance under this Agreement.

12. Term. The parties' respective performances under this Agreement shall commence on the "Service From" date identified on the face of the Small Dollar Grant Award, unless otherwise specified, and shall terminate on the "Service To" date identified on the face of the Small Dollar Grant Award unless sooner terminated in accordance with the terms of this Agreement.

13. Payment Disputes. If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

14. Matching Funds. Grantee shall provide Matching Funds, if required by this Agreement. If permitted under the terms of the grant and per this Agreement, Grantee may be permitted to provide Matching Funds prior to or during the course of the project or the match will be an in-kind match. Grantee shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" pursuant to this Agreement, has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

15. Reimbursement of Grantee Costs. If applicable, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Agreement for all allowable costs described in the grant except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to, and received approval from the State of the change, the change does not modify the total maximum amount of this Agreement, and the change does not modify any requirements of the Work. If applicable, the State shall reimburse Grantee for the properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs. Grantee's costs for Work performed after the "Service To" date identified on the face of the Small Dollar Grant Award, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are (a) reasonable and necessary to accomplish the Work, and (b) equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the costs actually incurred).

16. Close-Out. Grantee shall close out this Award within 45 days after the "Service To" date identified on the face of the Small Dollar Grant Award, including any modifications. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined

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in this Agreement and Grantee's final reimbursement request or invoice. In accordance with the Agreement, the State may withhold a percentage of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

17. Assignment. Grantee's rights and obligations under this Agreement may not be transferred or assigned without the prior, written consent of the State and execution of a new agreement. Any attempt at assignment or transfer without such consent and new agreement shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

18. Subcontracts. Grantee shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each subcontract upon request by the State. All subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

19. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations in accordance with the intent of the Agreement.

20. Survival of Certain Agreement Terms. Any provision of this Agreement that imposes an obligation on a party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other party.

21. Third Party Beneficiaries. Except for the parties' respective successors and assigns, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

22. Waiver. A party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

23. Indemnification. [Not Applicable to Inter-governmental agreements] Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement. This shall include, without limitation, any and all costs, expenses, claims, damages, liabilities, court awards and other amounts incurred by the Indemnified Parties in relation to any claim that any work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right or any claim for loss or improper disclosure of any confidential information or personally identifiable information. If Grantee is a public agency prohibited by applicable law from indemnifying any party, then this section shall not apply.

24. Notice. All notices given under this Agreement shall be in writing, and shall be delivered to the contacts for each party listed on the face of the Small Dollar Grant Award. Either party may change its contact or contact information by notice submitted in accordance with this section without a formal modification to this Agreement.

25. Insurance. Except as otherwise specifically stated in this Agreement or any attachment or exhibit to this Agreement, Grantee shall obtain and maintain insurance as specified in this section at all times during the term of the Agreement: (a) workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee employees acting within the course and scope of their employment, (b) Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed operations aggregate; and \$50,000 any one fire, and (c) Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit. If Grantee will or may have access to any protected information, then Grantee shall also obtain and maintain insurance covering loss and disclosure of protected information and claims based on alleged violations of privacy right through improper use and disclosure of protected information with limits of \$1,000,000 each occurrence and \$1,000,000 general aggregate at all times during the term of the Small Dollar Grant Award. Additional insurance may be required as provided elsewhere in this Agreement or any attachment or exhibit to this Agreement. All insurance policies required by this Agreement shall be issued by insurance companies with an AM Best rating of A-VIII or better. If Grantee is a public agency within the meaning of the Colorado Governmental Immunity Act, then this section shall not apply and Grantee shall instead comply with the Colorado Governmental Immunity Act.

26. Termination Prior to Grantee Acceptance. If Grantee has not begun performance under this Agreement, the State may cancel this Agreement by providing written notice to the Grantee.

27. Termination for Cause. If Grantee refuses or fails to timely and properly perform any of its obligations under this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, the State may notify Grantee in writing of non-performance and, if not corrected by Grantee within the time specified in the notice, terminate Grantee's right to proceed with the Agreement or such part thereof as to which there has been delay or a failure. Grantee shall continue performance of this Agreement to the extent not terminated. Grantee shall be liable for excess costs incurred by the State in procuring similar Work and the State may withhold such amounts, as the State deems necessary. If after rejection, revocation, or other termination of Grantee's right to proceed under the Colorado Uniform Commercial Code (CUCC) or this clause, the State determines for any reason that Grantee was not in default or the delay was excusable, the rights and obligations of the State and Grantee shall be the same as if the notice of termination had been issued pursuant to termination under **\$28**.

28. Termination in Public Interest. The State is entering into this Agreement for the purpose of carrying out the public interest of the State, as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency. If this Agreement ceases to further the public interest of the State as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency, the State, in its sole discretion, may terminate this Agreement in whole or in part and such termination shall not be deemed to be a breach of the State's obligations hereunder. This section shall not apply to a termination for cause, which shall be governed by **\$27**. A determination that this Small Dollar Grant Award should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. The State shall give written notice of termination to Grantee specifying the part of the Agreement terminated and when termination becomes effective. Upon receipt of notice of termination, Grantee shall not incur further obligations except as necessary to mitigate costs of performance. The State shall pay the Agreement price or rate for Work performed

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and accepted by State prior to the effective date of the notice of termination. The State's termination liability under this section shall not exceed the total Agreement price.

29. Termination for Funds Availability. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Work performed and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §28.

30. Grantee's Termination Under Federal Requirements. If the Grant Funds include any federal funds, then Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for Work that will not be performed prior to the effective date of the termination.

31. Governmental Immunity. Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, *et seq.*, the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, CRS §§24-30-1501, *et seq.* No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

32. Grant Recipient. Grantee shall perform its duties hereunder as a grant recipient and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.**

33. Compliance with Law. Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

34. Choice of Law, Jurisdiction and Venue. [Not Applicable to Inter-governmental agreements] Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver. Any provision incorporated herein by reference which purports to negate this or any other provision in this Agreement in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision or for any other reason shall not invalidate the remainder of this Agreement, to the extent capable of execution. Grantee shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against the State regardless of whether the Colorado Procurement Code applies to this Agreement.

35. Prohibited Terms. Nothing in this Agreement shall be construed as a waiver of any provision of CRS §24-106-109. Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with that statute in any way shall be void ab initio.

36. Public Contracts for Services. [Not Applicable to offer, issuance, or sale of securities, investment advisory services, fund management services, sponsored projects, intergovernmental grant agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c). Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract or agreement with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee shall (a) not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants during performance of this Agreement, (b) notify Subcontractor and the State within three days if Grantee has actual knowledge that Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (c) terminate the subcontract if Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving notice, and (d) comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the Department program, Grantee shall deliver to the State a written, notarized affirmation that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 *et seq.*, the State may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

37. Public Contracts with Natural Persons. Grantee, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that the person (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 *et seq.*, and (c) has produced a form of identification required by CRS §24-76.5-103 prior to the date Grantee begins Work under terms of the Agreement.

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ADDENDUM 1:

Additional Terms & Conditions for Information Technology

IF ANY PART OF THE SUBJECT MATTER OF THIS AGREEMENT IS INFORMATION TECHNOLOGY, AS DEFINED IN CRS § 24-37.5-102 (2), THE FOLLOWING PROVISIONS ALSO APPLY TO THIS AGREEMENT.

A. Definitions. The following terms shall be construed and interpreted as follows: (a) **"CJI"** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended, and all Criminal Justice Records as defined under CRS §24-72-302; (b) **"Incident"** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, pursuant to CRS §§24-37.5-401 *et seq.*; (c) **"PCI"** means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law; (d) **"PHI"** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual including, without limitation, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act; (e) **"PII"** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records, including, without limitation, all information defined as personally identifiable information in CRS §24-72-501; (f) **"State Confidential Information"** means any and all State data, information, and records, regardless of physical form; (g) **"State Fiscal Rules"** means those fiscal rules promulgated by the Colorado State Controller pursuant to CRS §24-30-202(13)(a); (h) **"State Fiscal Year"** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year; (i) **"State Records"** means any and all State data, information, and records, regardless of physical form; (j) **"Tax Information"** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation, including, without limitation all information defined as federal tax information in Internal Revenue Service Publication 1075; and (k) **"Work Product"** means the tangible and intangible results of the delivery of goods and performance of services, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work, but does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

B. Intellectual Property. Except to the extent specifically provided elsewhere in this Agreement, any State information, including without limitation pre-existing State software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials; or Work Product prepared by Grantee in the performance of its obligations under this Agreement shall be the exclusive property of the State (collectively, "State Materials"). All State Materials shall be delivered to the State by Grantee upon completion or termination of this Agreement. The State's exclusive rights in any Work Product prepared by Grantee shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit any State Materials to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State. The State shall maintain complete and accurate records relating to (a) its use of all Grantee and third party software licenses and rights to use any Grantee or third party software granted under this Agreement and its attachments to which the State is a party and (b) all amounts payable to Grantee pursuant to this Agreement and its attachments and the State's obligations under this Agreement or any amounts payable to Grantee in relation to this Agreement, which records shall contain sufficient information to permit Grantee to confirm the State's compliance with the use restrictions and payment obligations under this Agreement or to any third party use restrictions to which the State is a party. Grantee retains the exclusive rights, title and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to all pre-existing software, licensed products, associated source code, machine code, text images, audio, video, and third party materials, delivered by Grantee under the Agreement, whether incorporated in a deliverable or necessary to use a deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in a State-approved license agreement (a) entered into as exhibits or attachments to this Agreement, (b) obtained by the State from the applicable third party Grantee, or (c) in the case of open source software, the license terms set forth in the applicable open source license agreement. Notwithstanding anything to the contrary herein, the State shall not be subject to any provision incorporated in any exhibit or attachment attached hereto, any provision incorporated in any terms and conditions appearing on any website, any provision incorporated into any click through or online agreements, or any provision incorporated into any other document or agreement between the parties that (a) requires the State or the State to indemnify Grantee or any other party, (b) is in violation of State laws, regulations, rules, State Fiscal Rules, policies, or other State requirements as deemed solely by the State, or (c) is contrary to this Agreement.

C. Information Confidentiality. Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law, or approved in writing by the State. If Grantee will or may have access to any State Confidential Information or any other protected information, Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall comply with all Colorado Office of Information Security ("OIS") policies and procedures which OIS has issued pursuant to CRS §§24-37.5-401 through 406 and 8 CCR §1501-5 and posted at <http://oit.state.co.us/ois>, all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Grantee's performance under this Agreement. Such obligations may arise from: Health Information Portability and Accountability Act (HIPAA); IRS Publication 1075; Payment Card Industry Data Security Standard (PCI-DSS); FBI Criminal Justice Information Service Security Addendum; Centers for Medicare & Medicaid Services (CMS) Minimum Acceptable Risk Standards for Exchanges; and Electronic Information Exchange

STATE CONTROLLER

Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

D. Other Entity Access and Nondisclosure Agreements. Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the work, but shall restrict access to State Confidential Information to those agents, employees, assigns, and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign, or Subcontractors has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

E. Use, Security, and Retention. Grantee shall use, hold, and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

F. Incident Notice and Remediation. If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable actual costs thereof.

G. Data Protection and Handling. Grantee shall ensure that all State Records and Work Product in the possession of Grantee or any Subcontractors are protected and handled in accordance with the requirements of this Agreement at all times. Upon request by the State made any time prior to 60 days following the termination of this Agreement for any reason, whether or not this Agreement is expiring or terminating, Grantee shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days following the State's request, and shall contain, without limitation, all State Records, Work Product, and any other information belonging to the State. Upon the termination of Grantee's services under this Agreement, Grantee shall, as directed by the State, return all State Records provided by the State to Grantee, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legal obligations imposed upon Grantee prevent Grantee from returning or destroying all or part of the State Records provided by the State, Grantee shall guarantee the confidentiality of all State Records in Grantee's possession and will not actively process such data. The State retains the right to use the established operational services to access and retrieve State Records stored on Grantee's infrastructure at its sole discretion and at any time.

H. Compliance. If applicable, Grantee shall review, on a semi-annual basis, all OIS policies and procedures which OIS has promulgated pursuant to CRS §§ 24-37.5-401 through 406 and 8 CCR § 1501-5 and posted at <http://oit.state.co.us/ois>, to ensure compliance with the standards and guidelines published therein. Grantee shall cooperate, and shall cause its Subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee.

I. Safeguarding PII. If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, all State requirements relating to non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall take full responsibility for the security of all PII in its possession or in the possession of its Subcontractors, and shall hold the State harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof. Grantee shall be a "Third-Party Service Provider" as defined in CRS §24-73-103(1)(i) and shall maintain security procedures and practices consistent with CRS §§24-73-101 *et seq.*

J. Software Piracy Prohibition. The State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

K. Information Technology. To the extent that Grantee provides physical or logical storage of State Records; Grantee creates, uses, processes, discloses, transmits, or disposes of State Records; or Grantee is otherwise given physical or logical access to State Records in order to perform Grantee's obligations under this Agreement, the following terms shall apply. Grantee shall, and shall cause its Subcontractors, to: Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement; Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards; Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing; Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments; Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the OIS; Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology (OIT), including project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at www.oit.state.co.us/about/policies. Grantee shall not allow remote access to State Records from outside the United States, including access by

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Grantee's employees or agents, without the prior express written consent of OIS. Grantee shall communicate any request regarding non-U.S. access to State Records to the State. The State, acting by and through OIS, shall have sole discretion to grant or deny any such request.

Grand Junction Regional Airport Authority

Statements of Changes in Net Position

Unaudited - subject to change

As of Date:

02/28/2025

		Month			Budget Variance		Prior Year Variance	
		02/28/2025	02/28/2025	02/29/2024				
		Budget	Actual	PY Actual	Budget \$ Var	Budget % Var	PY \$ Var	PY % Var
Operating revenue								
Aeronautical revenue								
Passenger airline revenue								
1	Passenger airline landing fees	\$ 75,000	\$ 67,252	\$ 79,493	\$ (7,748)	-10.3%	\$ (12,241)	-15.4%
2	Terminal rent	139,601	141,751	129,612	2,150	1.5%	12,139	9.4%
3	Other (boarding bridge)	3,212	2,386	3,527	(826)	-25.7%	(1,141)	-32.4%
	Total Passenger airline revenue	217,813	211,389	212,632	(6,424)	-2.9%	(1,243)	-0.6%
Non-passenger airline revenue								
4	Non-passenger landing fees	22,100	11,798	12,420	(10,302)	-46.6%	(622)	-5.0%
5	Cargo and hangar rentals	5,455	5,455	5,284	-	0.0%	171	3.2%
6	Fuel tax	37,037	27,759	22,295	(9,278)	-25.1%	5,464	24.5%
7	Fuel Flowage Fees and Sales	37,230	27,845	38,503	(9,385)	-25.2%	(10,658)	-27.7%
8	Other (ramp parking, rapid refuel)	1,640	765	1,852	(875)	-53.4%	(1,087)	-58.7%
	Total Non-passenger airline revenue	103,462	73,622	80,354	(29,840)	-28.8%	(6,732)	-8.4%
	Total Aeronautical revenue	321,275	285,011	292,986	(36,264)	-11.3%	(7,975)	-2.7%
Non-aeronautical revenue								
9	Land and building leases	58,976	58,976	55,423	-	0.0%	3,553	6.4%
10	Terminal - restaurant & retail	17,000	21,795	20,593	4,795	28.2%	1,202	5.8%
11	Terminal - other	15,450	15,501	15,450	51	0.3%	51	0.3%
12	Rental cars	119,952	110,767	103,686	(9,185)	-7.7%	7,081	6.8%
13	Parking	155,673	200,683	187,438	45,010	28.9%	13,245	7.1%
14	Ground Transportation	6,854	7,817	6,592	963	14.1%	1,225	18.6%
15	Other (advertising, security fee, vending, etc)	4,615	9,748	10,745	5,133	111.2%	(997)	-9.3%
	Total Non-aeronautical revenue	378,520	425,287	399,927	46,767	12.4%	25,360	6.3%
	Total Operating revenues	699,795	710,298	692,913	10,503	1.5%	17,385	2.5%

Variance Explanations - February 2025 Revenue Compared to Budget- Preliminary Financial Statements (Unaudited)

From an activity perspective, the seat capacity and landed weight came in below budget, primarily driven by fewer American airline flights than predicted. The actual American schedule in February was about 1 flight fewer per day between Phoenix and Dallas than expected. Although this resulted in less landed weight, load factors out-performed the conservative budget estimates by more than 10%. February has historically had lower load factors and we budgeted conservatively to be at 66%, however, actual load factors averaged 79% across all carriers.

	Feb-25 Budget	Feb-25 Actual	Feb-24 Actual	Budget Variance		PY Variance
Seat Capacity	27,579	25,616	29,208	(1,963)	-7%	(3,592)
Passenger Landed Weight	29,287,400	25,654,663	28,681,735	(3,632,737)	-12%	(3,027,072)
Enplanements	18,155	20,344	18,680	2,189	11%	1,664
Load Factor	66%	79%	64%		14%	

Variance explanations and account explanations have been provided below for revenue accounts that have a budget-to-actual variance of more than 5% and where the revenue account makes up at least 5% of the monthly budgeted operating revenue for February (\$35K), plus any other with impactful variances.

Operating Revenues: *Operating revenues were within 2% of budget in February (\$10,500), however, aeronautical revenue came in under-budget with fewer operations and fuel sales than expected and non-aeronautical revenue exceeded expectation driven by parking revenue and higher than expected passenger numbers.*

- 1 **Passenger airline landing fees** - Passenger landing fees were 10% (\$8K) below budget as the number of American landings was less than expected.
- 6 **Fuel tax revenue** – Fuel tax revenues are remitted back to the airport by CDOT based on state-wide fuel sales that are redistributed based on activity. This results in a very uneven and unpredictable payment stream since it is driven by activity outside of just GJT. In the budget process, we assumed revenues would follow previous seasonality trends which we have not seen. If revenues remain consistent, we are on track to exceed budget although February and YTD revenues are below the seasonally adjusted budget estimates.
- 7 **Fuel flowage fees and fuel sales** – Fuel flowage fees are collected from non-commercial fueling at the airport and therefore are driven by GA operations. The amount of fuel sold in February was lower than expected driven primarily by a decrease in military fuel sales which were down 68% from February 2024. Military activity and fuel sales are one of the most unpredictable, however, West Star recently received a new 5-year military fueling contract so we expect sales over the year to be strong and consistent with prior levels of activity.
- 12 **Rental Cars** - Rental car revenues were below budget by 8% (\$9K) for the month even though passenger traffic was higher than expected. The lower revenue from rental cars is offset by higher than expected parking revenue which suggests a different passenger mix with more local traffic and less incoming travelers.
- 13 **Parking** - Parking revenue exceeded budget by \$45k (29%). Some of the increase is due to higher than expected enplanements (a positive variance of 11%), and a portion is due to longer stays and a higher revenue per passenger which we believe is reflective of more local travel than business travel as noted above in the rental car variance. The actual parking revenue per enplaned passenger was up 15% over budget.

Grand Junction Regional Airport Authority

Statements of Changes in Net Position

Unaudited - subject to change

			Year to Date			Budget Variance		Prior Year Variance	
			02/28/2025	02/28/2025	02/29/2024				
			Budget	Actual	PY Actual	Budget \$ Var	Budget % Var	PY \$ Var	PY % Var
Operating revenue									
Aeronautical revenue									
Passenger airline revenue									
1	Passenger airline landing fees	\$	150,000	\$ 143,608	\$ 151,771	\$ (6,392)	-4.3%	\$ (8,163)	-5.4%
2	Terminal rent		279,202	282,119	264,115	2,917	1.0%	18,004	6.8%
3	Other (boarding bridge)		6,513	5,060	7,098	(1,453)	-22.3%	(2,038)	-28.7%
	<i>Total Passenger airline revenue</i>		<i>435,715</i>	<i>430,787</i>	<i>422,984</i>	<i>(4,928)</i>	<i>-1.1%</i>	<i>7,803</i>	<i>1.8%</i>
Non-passenger airline revenue									
4	Non-passenger landing fees		42,500	24,551	22,915	(17,949)	-42.2%	1,636	7.1%
5	Cargo and hangar rentals		10,910	10,910	10,567	-	0.0%	343	3.2%
6	Fuel tax		64,100	60,509	44,599	(3,591)	-5.6%	15,910	35.7%
7	Fuel Flowage Fees and Sales		76,733	65,834	78,811	(10,899)	-14.2%	(12,977)	-16.5%
8	Other (ramp parking, rapid refuel)		2,580	1,793	2,730	(787)	-30.5%	(937)	-34.3%
	<i>Total Non-passenger airline revenue</i>		<i>196,823</i>	<i>163,597</i>	<i>159,622</i>	<i>(33,226)</i>	<i>-16.9%</i>	<i>3,975</i>	<i>2.5%</i>
	<i>Total Aeronautical revenue</i>		<i>632,538</i>	<i>594,384</i>	<i>582,606</i>	<i>(38,154)</i>	<i>-6.0%</i>	<i>11,778</i>	<i>2.0%</i>
Non-aeronautical revenue									
9	Land and building leases		117,952	117,952	108,332	-	0.0%	9,620	8.9%
10	Terminal - restaurant & retail		35,000	43,946	39,684	8,946	25.6%	4,262	10.7%
11	Terminal - other		30,900	31,000	30,901	100	0.3%	99	0.3%
12	Rental cars		250,203	219,439	209,092	(30,764)	-12.3%	10,347	4.9%
13	Parking		330,754	410,968	372,903	80,214	24.3%	38,065	10.2%
14	Ground Transportation		14,562	13,838	10,409	(724)	-5.0%	3,429	32.9%
15	Other (advertising, security fee, etc.)		9,747	16,738	16,064	6,991	71.7%	674	4.2%
	<i>Total Non-aeronautical revenue</i>		<i>789,118</i>	<i>853,881</i>	<i>787,385</i>	<i>64,763</i>	<i>8.2%</i>	<i>66,496</i>	<i>8.4%</i>
	Total Operating Revenues	\$	1,421,656	\$ 1,448,265	\$ 1,369,991	\$ 26,609	1.9%	\$ 78,274	5.7%

Grand Junction Regional Airport Authority

Statements of Changes in Net Position

Unaudited - subject to change

		Year to Date			Budget Variance		Prior Year Variance	
		02/28/2025	02/28/2025	02/29/2024				
		Budget	Actual	PY Actual	Budget \$ Var	Budget % Var	PY \$ Var	PY % Var
Operating expenses								
16	Personnel compensation and benefits	\$ 548,659	\$ 470,712	\$ 423,753	(77,947)	-14.2%	46,959	11.1%
17	Communications and utilities	73,982	37,891	72,025	(36,091)	-48.8%	(34,134)	-47.4%
18	Supplies and materials	125,598	131,277	95,885	5,679	4.5%	35,392	36.9%
19	Contract services	201,236	119,014	99,765	(82,222)	-40.9%	19,249	19.3%
20	Repairs & maintenance	106,086	126,196	61,732	20,110	19.0%	64,464	104.4%
21	Insurance	28,148	28,148	26,707	-	0.0%	1,441	5.4%
22	Training, Travel, & Air Service Development	34,332	35,661	31,547	1,329	3.9%	4,114	13.0%
23	Other Expense (marketing, professional dues, etc.)	21,582	13,849	14,359	(7,733)	-35.8%	(510)	-3.6%
24	Contingency Expense	-	-	-	-	0.0%	-	0.0%
<i>Total Operating expenses</i>		1,139,623	962,748	825,773	(176,875)	-15.5%	136,975	16.6%
Excess of Operating revenue over (under) expense		\$ 282,033	\$ 485,517	\$ 544,218	203,484	72.1%	(58,701)	-10.8%
Non-operating revenue (expenses)								
25	Passenger facility charges	145,100	201,675	182,832	56,575	39.0%	18,843	10.3%
26	Interest income	104,000	154,172	224,736	50,172	48.2%	(70,564)	-31.4%
27	Interest expense	(121,452)	(121,450)	(130,038)	2	0.0%	8,588	6.6%
28	Customer facility charges	77,496	83,824	77,496	6,328	8.2%	6,328	8.2%
29	Capital contributions	37,360,964	3,180,184	1,895,940	(34,180,780)	-91.5%	1,284,244	67.7%
29	Capital expenditures	(44,181,610)	(3,980,939)	(3,796,403)	40,200,671	91.0%	(184,536)	-4.9%
30	Non-Capital Contributions	3,120	-	10,489	(3,120)	-100.0%	(10,489)	-100.0%
31	Debt principal payments	-	-	-	-	0.0%	-	0.0%
<i>Total Non-operating revenue (expenses)</i>		(6,612,382)	(482,534)	(1,534,948)	6,129,848	92.7%	1,052,414	68.6%
Excess of revenue over (under) expense		\$ (6,330,349)	\$ 2,983	\$ (990,730)	6,333,332	100.0%	993,713	-100.3%

Variance Explanations - YTD February 2025 Preliminary Financial Statements (Unaudited)

Below are variance explanations for revenue and expense accounts with a budget variance of more than 5% and when the revenue or expense category makes up at least 5% of the YTD operating budget of \$71K for revenue and \$73K for all non-capital expenses and non-operating revenues and other impactful variances.

	YTD Feb-25 Budget	YTD Feb -25 Actual	YTD Feb -24 Actual	Budget Variance		PY Variance	
Seat Capacity	55,234	54,869	53,265	(365)	-1%	1,604	3%
Passenger Landed Weight	58,680,200	55,103,510	52,897,492	(3,576,690)	-6%	2,206,018	4%
Enplanements	38,573	42,120	37,278	3,547	9%	4,842	13%
Load Factor	70%	77%	70%	7%		7%	

YTD Operating Revenues: Operating revenues are within 2% (\$27k) of budgeted revenue through February 2025, however, more revenue is coming from non-aeronautical passenger spending as enplanements have exceeded budget by 9% YTD.

- 7 **Fuel flowage fees and fuel sales** – Fuel flowage fees are collected from non-commercial fueling at the airport and therefore are driven by GA and Military operations. Fuel flowage fees and fuel sales were 14% (\$11K) below budget driven by a decrease in military activity.
- 12 **Rental Cars** - Rental car revenue is below budget YTD by 12% (\$31K), however, parking revenue has significantly exceeded budget. When budgeting, we used an annual average spend per passenger for non-aeronautical revenues, but this does not account for seasonal trends in the type of passenger flying. In the first two months of the year we do tend to have more local travelers that would park rather than rent cars which is more typical from visitor traffic. Although this is behind budget, we believe the trend will reverse later in the year when the passenger mix changes.
- 13 **Parking** - Parking revenue is 24% (\$80K) above budget YTD. As noted above in rental cars, we believe some of this is related to the passenger mix and using a flat per passenger spending rate in the budget assumptions for the year, but some of the higher than expected revenue is also because passenger traffic is higher than expected.

Operating Expenses: Operating expenses were 15% (\$177K) below budget through February 2025 primarily from personnel compensation and contract services.

- 16 **Personnel Compensation & Benefits** – Personnel Compensation & Benefits expenses were 14% (\$78K) below budget YTD driven by position vacancies, however we have filled the majority of the open positions and anticipate we will be within 5% of the annual budget by year end based on current forecasts.
- 17 **Communications and Utilities** – Communications and utilities expenses were 49% (\$36K) below budget. The monthly budget allocates expenses evenly across the year, however there is some seasonality in utility expenses and usage and expect the annual total to be consistent with budget.
- 19 **Contract Services** – Contract services were 41% (\$82K) below forecast, however, a significant portion of the contract services budget is for Garver's role as our CIP manager and will ramp up as construction activity and projects ramp up in the summer. Actual expenses are incurred on an as-needed basis.
- 20 **Repairs & Maintenance** – Repairs and maintenance expenses were 19% (\$20K) above budget which is driven entirely by the first installment payment on the new hold-room furniture of \$25k. Actual expenses are incurred on an as-needed basis and no other unusual maintenance activities have occurred that were unexpected.

Non-Operating Revenues and Expenses: Excluding the Capital Project activities, non-operating revenue is over \$100k above budget as both passenger facility charges and interest income have exceeded budgeted expectations by more than \$50k each.

- 25 **Passenger Facility Charge Revenue** – PFC revenue was 39% (\$57K) above budget through February, driven by higher-than-forecasted passenger traffic. This is also an indicator of strong ticket sales.
- 26 **Interest Income** – Interest income was \$50K above budget due to high balances held in the COLOTRUST investment accounts and higher than expected interest rates.

- 28 **Customer Facility Charge Revenue** – CFC revenues are 8% (\$6K) above budget which mirrors the higher than expected passenger traffic. Although total rental car revenues are down, the number of transactions is holding steady and the CFC charge is based on rental days and is not influenced by rental rates.
- 29 **Capital Contributions & Expenditures** – The Budget amount actually reflects the total annual project budget since the timing of when construction occurs can vary so much. Through February, we have spent about 9% of the total annual budget and we expect the activity to ramp up as new projects are approved and grants are approved.

Grand Junction Regional Airport Authority**Current Assets and Current Liabilities - Unaudited, subject to change**

	Month Ending 02/28/2025	Month Ending 01/31/2025	Variance
Current Assets			
Cash and Cash Equivalents - Unrestricted	\$ 21,696,116	\$ 18,796,060	\$ 2,900,056
Cash and Cash Equivalents - Restricted	4,307,072	4,167,057	140,015
Operating Accounts Receivable	907,202	1,001,224	(94,022)
Capital Accounts Receivable	8,342,308	9,789,323	(1,447,015)
Prepaid Expenses	446,812	452,096	(5,284)
Total Current Assets	35,699,510	34,205,760	1,493,750
Current Liabilities			
Accounts Payable - Ops	364,860	197,641	167,218
Accounts Payable - Capital	4,639,074	3,226,811	1,412,263
Accrued Expenses	301,531	268,507	33,024
Lease Deposits	151,054	151,054	-
Deferred Revenue	28,397	28,397	-
Current portion of note and bonds payable	1,588,763	1,528,039	60,725
Total Current Liabilities	7,073,679	5,400,448	1,673,231
Current Ratio - Excluding Restricted Cash	4.44	5.56	(1.12)
Days Unrestricted Cash on Hand	1,096	949	146

VARIANCE NOTES:

Total current assets increased by \$1.5M from January to February. Unrestricted cash increased by \$2.9M as we collected \$1.5M more in capital accounts receivable in February than what we paid out to contractors (which is shown in the corresponding increase of \$1.4M in current liabilities).

We currently have over 3-years of unrestricted operating cash on hand.

Long-term assets including fixed assets and estimated pension liability are still being reviewed for 2024 year-end adjustments and therefore have not been presented.

GJRAA - Breakdown of Capital Expenditure Costs Year-to-Date through February 28, 2025

2025 GRANT FUNDED CAPITAL EXPENDITURES INCURRED AND GRANT REVENUE RECOGNIZED

Grant Number	Project/Grant Description	2025 Project Costs Incurred	Grant Revenue Recognized in	
			2025	2025 GJRAA Local Share
AIP 72	Construct Runway 11/29 (Phase 11-Grading and Drainage)	-	-	-
AIP 75	Runway Design -Schedule 4-7 Utility Infrastructure *	-	-	-
AIP 76	RWY 11-29 Construction Schedule 4	-	-	-
AIP 77	NAVAIDs and Schedule 4a Grading and Drainage	-	-	-
AIP 78	Temp NAVAID Equipment Construction Pavement Design	-	-	-
AIP 79	RWY 12-30 Sch 5-7 Grading & Drainage	196,217	183,345	12,872
AIP 80	Passenger Loading Bridges	73,971	70,273	3,699
AIP 81	RWY 12-30 Sch 6 Grading & Drainage	724,198	679,225	44,973
AIP 82	RWY 12-30 Pavement Subbase	2,083,941	1,875,547	208,394
AIP 83	RWY 12-30 Pavement Subbase	412,177	370,959	41,218
AIP TBD	RWY 12-30 Pavement Design Remaining	244,478	-	244,478
CDOT	ARFF Truck Replacement	1,392	835	557
Total Grant Projects		3,736,374	\$ 3,180,184	\$ 556,189

2025 CAPITAL EXPENDITURES INCURRED FOR PROJECTS WITH NO GRANT FUNDING

Project Description	2025 Costs Incurred
ATCT Roof and Mechanical Replacement	3,747
Basement Improvements	15,762
Branding and Signage	20,975
Terminal Parking Expansion Design	137,081
Other Capital Expenditures	67,000
Total Non-AIP Projects	244,565
Total Capital Expenditures YTD \$ 3,980,939	

February & March individual payments over \$100K

Vendor	Check Amount	Project Notes	FAA Funding	CDOT Funding	GJRAA Funding
Kelley Trucking	\$ 2,996,616	AIP 79, 81, Schedule 1-7 Grading and Drainage Construction, AIP 82, 83 Pavement Subbase Schedule 1 & 2	\$ 2,696,954		\$ 299,662
Mead Hunt	\$ 744,773	AIP 78-exp-Rwy 12-30 Partial Pavement Design and Temporary NAVAID Relocation Construction, AIP 79, 81, Schedule 1-7 Grading and Drainage Construction, AIP 82, 83 Pavement Subbase Schedule 1 & 2, Task 2024-02: SWMP Training, Runway Pavement Design Services	\$ 666,266		\$ 78,507
Gensler	\$ 198,768	Terminal Expansion Concept, Branding & Signage, ATCT Roof & Mechanical Replacement	\$ 123,288		\$ 75,480
Colorado Department Transportation	\$ 438,158	SIB Loan Payment			\$ 438,158
Total	\$ 4,378,315		\$ 3,486,508		\$ 891,807



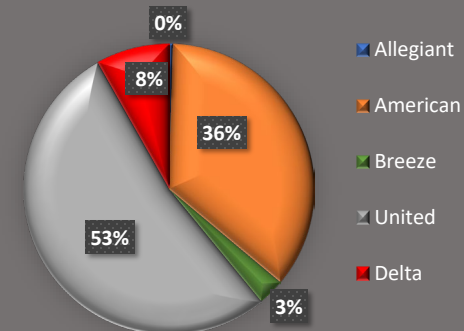
GRAND JUNCTION REGIONAL AIRPORT

February 2025
DATA & STATISTICS

Total Passenger Enplanements



2025 YTD Market Share



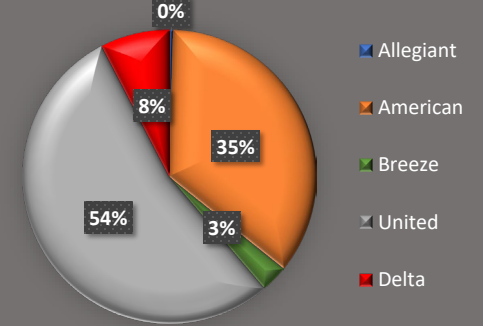
2025	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, SFO, LAS)	United (DEN)	Delta (SLC)	Charters/ Diversions	Total	Annual
JAN	200	8,128	616	11,111	1,721		21,776	↑ 17.1%
FEB	0	6,878	641	11,113	1,712		20,344	↑ 8.9%
MAR							0	
APR							0	
MAY							0	
JUN							0	
JUL							0	
AUG							0	
SEP							0	
OCT							0	
NOV							0	
DEC							0	
TOTAL	200	15,006	1,257	22,224	3,433	-	42,120	
Market Share	0.47%	35.63%	2.98%	52.76%	8.15%	0.00%	100.00%	

2024	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, SFO)	United (DEN)	Delta (SLC)	Charters/ Diversions	Total
JAN	987	7,201		10,410		0	18,598
FEB	824	7,532	846	9,409		69	18,680
MAR	961	8,521	1,512	10,988		111	22,093
APR	798	8,226	1,089	12,830		0	22,943
MAY	1,078	10,441	1,258	12,917		0	25,694
JUN	1,696	11,035	1,691	11,224		6	25,652
JUL	1,771	10,359	2,195	10,966		80	25,371
AUG	1,060	8,873	1,519	10,973		243	22,668
SEP	1,041	10,959	988	11,427		0	24,415
OCT	980	12,168	1,034	12,845		0	27,027
NOV	1,024	9,797	922	11,759		0	23,502
DEC	1,043	8,495	632	11,891	1,390	0	23,451
TOTAL	13,263	113,607	13,686	137,639	1,390	509	280,094
Market Share	4.74%	40.56%	4.89%	49.14%	0.50%	0.18%	100.00%

Total Passenger Deplanements



2025 YTD Market Share



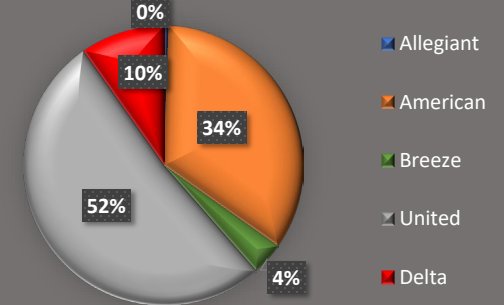
2025	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, SFO, LAS)	United (DEN)	Delta (SLC)	Charters/ Diversions	Total	Annual
JAN	197	7,766	575	11,068	1,589	1,165	22,360	↓ -6.4%
FEB	0	6,781	658	11,041	1,535	1,513	21,528	↑ 4.8%
MAR							0	
APR							0	
MAY							0	
JUN							0	
JUL							0	
AUG							0	
SEP							0	
OCT							0	
NOV							0	
DEC							0	
TOTAL	197	14,547	1,233	22,109	3,124	2,678	43,888	
Market Share	0.45%	33.15%	2.81%	50.38%	7.12%	6.10%	100.00%	

2024	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, SFO)	United (DEN)	Charters/ Diversions	Total
JAN	1,001	8,363		11,430	3,107	23,901
FEB	814	7,306	738	10,055	1,633	20,546
MAR	925	7,298	1,445	12,488	1,503	23,659
APR	860	7,937	1,067	12,536	209	22,609
MAY	966	10,472	1,122	12,802	0	25,362
JUN	1,787	9,305	1,823	11,239	898	25,052
JUL	1,835	10,040	2,176	11,147	267	25,465
AUG	979	9,041	1,554	10,928	1,212	23,714
SEP	1,071	10,875	989	11,665	57	24,657
OCT	939	11,755	975	12,602	62	26,333
NOV	948	9,179	922	11,564	273	22,886
DEC	989	9,671	665	13,001	1,290	27,046
TOTAL	13,114	111,242	13,476	141,457	10,651	291,230
Market Share	4.50%	38.20%	4.63%	48.57%	0.44%	100.00%

Scheduled Capacity



2025 YTD Market Share

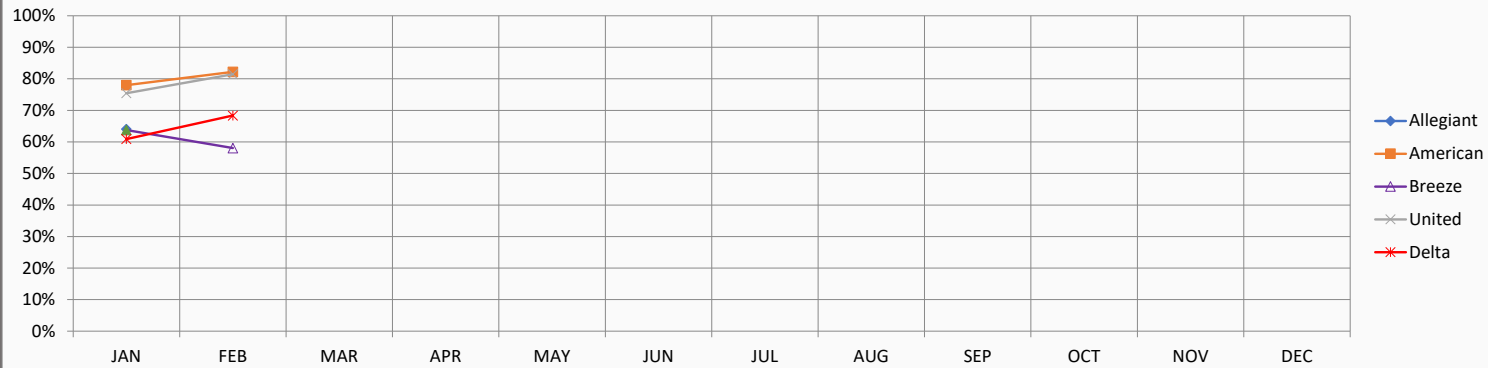


2025	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, SFO, LAS)	United (DEN)	Delta (SLC)	Total	Annual
JAN	312	10,421	966	14,728	2,826	29,253	↑ 21.6%
FEB	0	8,366	1,104	13,642	2,504	25,616	↓ -12.3%
MAR						0	
APR						0	
MAY						0	
JUN						0	
JUL						0	
AUG						0	
SEP						0	
OCT						0	
NOV						0	
DEC						0	
TOTAL	312	18,787	2,070	28,370	5,330	54,869	
Market Share	0.57%	34.24%	3.77%	51.70%	9.71%	100.00%	

2024	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, SFO)	United (DEN)	Delta (SLC)	Total
JAN	1,404	9,254		13,399		24,057
FEB	1,248	11,508	1,540	14,912		29,208
MAR	1,404	10,871	2,080	14,078		28,433
APR	1,404	9,766	2,080	15,077		28,327
MAY	1,590	12,342	2,720	14,892		31,544
JUN	2,910	11,779	2,860	13,898		31,447
JUL	2,865	12,598	2,904	13,118		31,485
AUG	1,776	12,246	2,470	13,544		30,036
SEP	1,404	13,853	1,370	13,314		29,941
OCT	1,248	14,588	1,242	15,341		32,419
NOV	1,404	11,583	1,242	14,344		28,573
DEC	1,404	10,748	966	15,077	2,520	30,715
TOTAL	20,061	141,136	21,474	170,994	2,520	356,185
Market Share	5.63%	39.62%	6.03%	48.01%	0.71%	100.00%

Load Factor

*Includes Scheduled Flights ONLY



2025	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, SFO, LAS)	United (DEN)	Delta (SLC)	Total	Annual	Column1
JAN	64%	78%	64%	75%	61%	74%	↓	-3%
FEB		82%	58%	81%	68%	79%	↑	16%
MAR								
APR								
MAY								
JUN								
JUL								
AUG								
SEP								
OCT								
NOV								
DEC								
TOTAL	64%	80%	61%	78%	64%	77%		

2024	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, SFO)	United (DEN)	Delta (SLC)	Total
JAN	70%	78%		78%	0%	77%
FEB	66%	65%	55%	63%	0%	64%
MAR	68%	78%	73%	78%	0%	77%
APR	57%	84%	52%	85%	0%	81%
MAY	68%	85%	46%	87%	0%	81%
JUN	58%	94%	59%	81%	0%	82%
JUL	62%	82%	76%	84%	0%	80%
AUG	60%	72%	61%	81%	0%	75%
SEP	74%	79%	72%	86%	0%	82%
OCT	79%	83%	83%	84%	0%	83%
NOV	73%	85%	74%	82%	0%	82%
DEC	74%	79%	65%	79%	55%	76%
TOTAL	66%	80%	64%	80%	55%	79%

2025 Enplaned and Deplaned Airfreight - Lbs

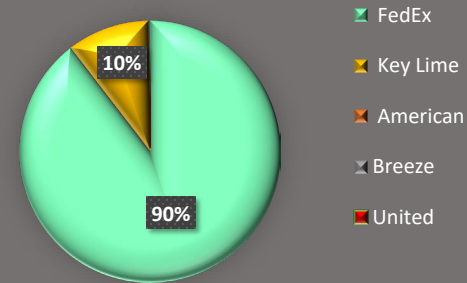
2025 YTD

Enplaned Freight	615,418	↑ 19.85%
Deplaned Freight	861,308	↓ -1.98%

2024 YTD

Enplaned Freight	513,474
Deplaned Freight	878,681

2025 Market Share



Enplaned	FedEx	Key Lime	American	Breeze	United	Total	YTD Total	Annual
JAN	321,968	13,830			62	335,860	335,860	↑ 21.5%
FEB	267,525	11,963	35		35	279,558	615,418	↑ 18.0%
MAR						-		
APR						-		
MAY						-		
JUN						-		
JUL						-		
AUG						-		
SEP						-		
OCT						-		
NOV						-		
DEC						-		
TOTAL	589,493	25,793	35	-	97	615,418	615,418	
Market Share	95.79%	4.19%	0.01%	0.00%	0.02%	100.00%		

Deplaned	FedEx	Key Lime	American	Breeze	United	Total	YTD Total	Month over Month
JAN	374,288	62,936	325		2,563	440,112	440,112	↓ -1.8%
FEB	359,263	61,103	687		143	421,196	861,308	↓ -2.1%
MAR						-		
APR						-		
MAY						-		
JUN						-		
JUL						-		
AUG						-		
SEP						-		
OCT						-		
NOV						-		
DEC						-		
TOTAL	733,551	124,039	1,012	-	2,706	861,308	861,308	
Market Share	85.17%	14.40%	0.12%	0.00%	0.31%	100.00%		

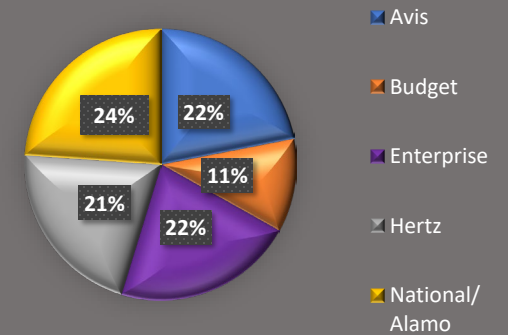
2025 Aircraft Operations

Itinerant						Local			
2025	Air Carrier	Air Taxi	General Aviation	Military	TOTAL ITINERANT	Local Civilian	Local Military	TOTAL LOCAL	TOTAL
JAN	569	538	2,032	89	3,228	2,450	34	2,484	5,712
FEB	499	525	2,019	58	3,101	2,190	36	2,226	5,327
MAR					0			0	0
APR					0			0	0
MAY					0			0	0
JUN					0			0	0
JUL					0			0	0
AUG					0			0	0
SEP					0			0	0
OCT					0			0	0
NOV					0			0	0
DEC					0			0	0
TOTAL	1,068	1,063	4,051	147	6,329	4,640	70	4,710	11,039
Historical Data	2020	2021	2022	2023	2024	2025	2024-2025 Inc/Dec		
JAN	3,713	4,904	4,477	4,054	5,138	5,712	↑	11.17%	
FEB	4,378	4,195	4,672	3,457	5,169	5,327	↑	3.06%	
MAR	3,241	4,710	4,636	4,390	5,135	-			
APR	2,436	4,238	4,357	4,538	4,999	-			
MAY	3,826	4,514	5,235	4,440	4,989	-			
JUN	4,588	5,000	4,785	4,473	4,814	-			
JUL	4,784	5,014	4,039	5,356	5,703	-			
AUG	5,436	4,858	4,983	5,250	5,430	-			
SEP	4,777	5,355	4,890	6,450	5,699	-			
OCT	5,216	5,095	5,171	5,690	5,484	-			
NOV	4,612	4,841	3,974	5,078	5,290	-			
DEC	4,532	4,269	3,746	6,135	6,082	-			
TOTAL	51,539	56,993	54,965	59,311	63,932	11,039			

2025 Rental Car Revenues



2025 Market Share



2025	Avis	Budget	Enterprise	Hertz	National/ Alamo	Total	YTD Total	Annual YTD	
JAN	177,649	75,662	155,893	168,007	185,354	762,565	762,565	↑	6.1%
FEB	157,334	95,025	174,007	158,523	179,506	764,395	1,526,960	↑	6.6%
MAR						0			
APR						0			
MAY						0			
JUN						0			
JUL						0			
AUG						0			
SEP						0			
OCT						0			
NOV						0			
DEC						0			
TOTAL	334,983	170,687	329,900	326,530	364,860	1,526,960	1,526,960		
Market Share	21.94%	11.18%	21.61%	21.38%	23.89%	100.00%			

2024	Avis	Budget	Enterprise	Hertz	National/ Alamo	Total	YTD Total
JAN	173,845	75,404	118,776	223,211	127,791	719,026	719,026
FEB	158,922	84,182	111,296	225,026	133,750	713,176	1,432,202
MAR	246,456	128,358	173,034	253,618	210,412	1,011,878	2,444,080
APR	223,351	113,327	200,361	291,896	197,600	1,026,535	3,470,615
MAY	208,090	140,147	246,349	320,048	234,511	1,149,146	4,619,761
JUN	226,669	130,964	335,824	400,989	210,385	1,304,832	5,924,593
JUL	223,250	125,007	221,392	324,028	263,735	1,157,413	7,082,006
AUG	234,414	158,079	213,082	308,297	247,299	1,161,171	8,243,177
SEP	308,538	180,322	256,930	322,555	249,648	1,317,994	9,561,171
OCT	271,999	167,926	282,095	346,142	290,613	1,358,774	10,919,944
NOV	140,987	63,304	186,786	233,311	213,476	837,864	11,757,808
DEC	147,147	64,917	158,881	180,419	163,762	715,125	12,472,933
TOTAL	2,563,667	1,431,938	2,504,806	3,429,541	2,542,982	12,472,933	
Market Share	20.55%	11.48%	20.08%	27.50%	20.39%	100.00%	

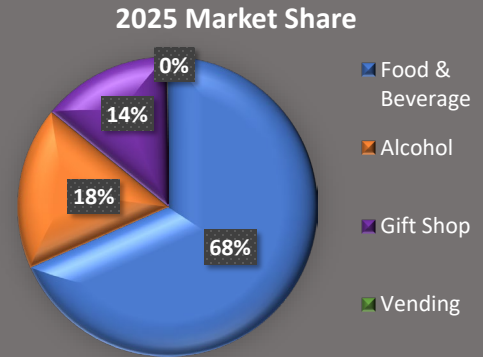
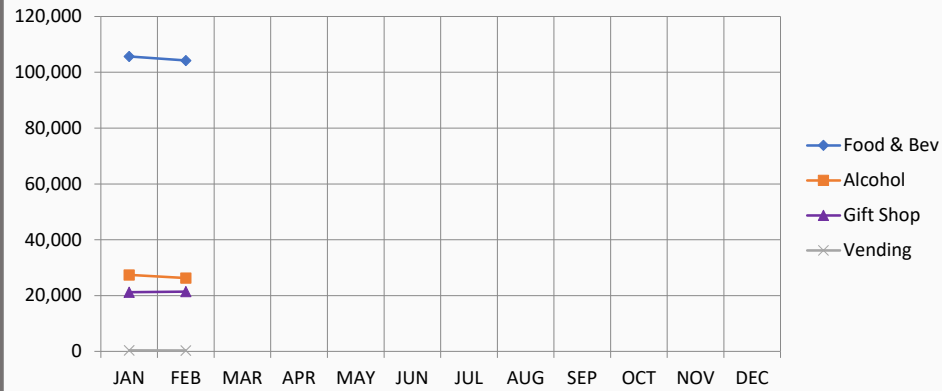
2025 Parking Revenues



2025	Gross Revenue	Transactions	YTD Gross Revenue	YTD Transactions	Revenue per Transaction	Annual YTD
JAN	238,310	8,474	238,310	8,474	\$ 28.12	↑ 13.5%
FEB	227,102	7,805	465,412	16,279	\$ 29.10	↑ 10.3%
MAR						
APR						
MAY						
JUN						
JUL						
AUG						
SEP						
OCT						
NOV						
DEC						
TOTAL	465,412	16,279	465,412	16,279	\$ 28.59	

2024	Gross Revenue	Transactions	YTD Gross Revenue	YTD Transactions	Revenue per Transaction	
JAN	209,954	7,194	209,954	7,194	\$ 29.18	
FEB	211,874	7,431	421,828	14,625	\$ 28.51	
MAR	225,906	8,059	647,734	8,059	\$ 28.03	
APR	231,790	8,054	879,524	16,113	\$ 28.78	
MAY	259,750	9,946	1,139,274	9,946	\$ 26.12	
JUN	206,119	8,831	1,345,393	18,777	\$ 23.34	
JUL	217,102	9,305	1,562,495	9,305	\$ 23.33	
AUG	205,067	8,608	1,767,562	17,913	\$ 23.82	
SEP	216,690	8,703	1,984,252	8,703	\$ 24.90	
OCT	248,135	9,616	2,232,387	18,319	\$ 25.80	
NOV	231,252	8,699	2,463,639	8,699	\$ 26.58	
DEC	258,000	9,753	2,721,639	18,452	\$ 26.45	
TOTAL	2,721,639	104,199	2,721,639	104,199	\$ 26.12	

2025 Terminal Concessions Revenues



2025	Food & Beverage	Alcohol	Gift Shop	Vending	Total	Annual
JAN	105,681	27,416	21,205	359	\$ 154,661	↑ 16.1%
FEB	104,248	26,277	21,406	321	\$ 152,251	↑ 6.2%
MAR						
APR						
MAY						
JUN						
JUL						
AUG						
SEP						
OCT						
NOV						
DEC						
TOTAL	209,929	53,693	42,611	679	306,912	-85%

2024	Food & Beverage	Alcohol	Gift Shop	Vending	Total
JAN	88,158	24,078	20,698	249	\$ 133,183
FEB	94,391	28,025	20,670	252	\$ 143,338
MAR	105,724	30,437	25,985	260	\$ 162,406
APR	103,541	33,106	22,497	260	\$ 159,404
MAY	126,545	41,379	33,897	262	\$ 202,084
JUN	126,205	37,653	33,305	255	\$ 197,418
JUL	123,463	33,517	38,370	255	\$ 195,605
AUG	123,235	34,608	32,184	255	\$ 190,282
SEP	114,433	34,664	36,532	263	\$ 185,892
OCT	123,738	40,016	32,498	280	\$ 196,532
NOV	110,042	35,088	27,079	302	\$ 172,512
DEC	114,087	30,354	27,758	301	\$ 172,499
TOTAL	1,353,563	402,926	351,472	3,193	2,111,154
Market Share	64%	19%	17%	0%	100%